FILED

APR 24 1981

PETER McNAMEE, Clerk

By Paula McCooper Deputy

APPROVED AS TO FORM

By Doyle D. Roth

AGREEMENT NO. 81-86

(For certain Survey Services)

THIS AGREEMENT, made and entered into this 21st day of April, 1981, by and between the County of Yolo, a political subdivision of the State of Calfiornia, hereinafter referred to as COUNTY, and Anne M. House, hereinafter referred to as PROIVDER.

W I T N E S S E T H:

RECITALS:

1. Under the auspices of a Statewide inventory of health education/risk reduction programs COUNTY has been allocated funding by the State Department of Public Health to provide an inventory of Yolo County's health education/risk reduction programs.

2. COUNTY'S responsibilities with respect to said inventory and funds allocated to it are carried out in accordance with Agreement No. 81-79 by COUNTY'S Health Services Agency, Public Health Division, hereinafter referred to as AGENCY.

3. PROVIDER represents that it can provide the hereinbelow and above described specific services.

COUNTY is prepared, at the time of execution of this Agreement, to contract for said services.

PROVIDER is prepared to undertake the obligation to provide said services.

4. PROVIDER acknowledges that COUNTY executes this Agreement in reliance upon PROVIDER'S hereinabove recited representations and that COUNTY would not execute this Agreement if PROVIDER could not so represent.

5. PROVIDER and COUNTY, therefore, wish to enter into a contract for the herein described services.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in hereinafter receited agreements, and PROVIDER, in consideration of COUNTY'S promises

contained in hereinafter recited agreements, agree:

1. PROVIDER'S SERVICE OBLIGATIONS:

a. In accordance with the Working Protocols attached hereto as Exhibit "A" and incororated herein by reference thereto; and any special applicable requirements contained in Agreement No. 81-79, incorporated herein by reference thereto, conduct an inventory within Yolo County's geographic boundaries of operational health eucation/risk reduction/ programs and services effecting, or which could effect, Yolo County residents, hereinafter referred to as PROJECT. Health education/risk reducation programs and services are defined for the purposes of this agreement as those activities with selected educational intervention activities directed at a specific identified target population and relating to one or more specific risk factors, including, but not limited to, smoking, alcohol related problems, weight control, nutrition hypertension control, stress reduction, or accident prevention.

b. PROVIDER will demonstrate to the satisfaction of COUNTY'S herein designated representatives that PROVIDER has completed PROJECT within State deadlines.

Said demonstration shall be made to AGENCY through completion of Agreement No. 81-79 's State required inventory form by June 30, 1981.

2. AGENCY'S SERVICE OBLIGATIONS:

a. Provide prompt access to records and personnel necessary, in the joint judgment of parties' designated representatives to the conduct of PROJECT.

b. COUNTY'S designated representatives will give prompt attention to review, authoriztion, and reporting requirements upon notice from PROVIDER which provides adequate and reasonable time for review.

c. DESIGNATE a representative or representatives for administrative and program affairs.

3. COUNTY'S DESIGNATED REPRESENTATIVES:

a. Responsibility for this Agreement lies with AGENCY'S Director of Public Health.

b. Director of Public Health may designate operational representatives from time to time in writing to PROVIDER to perform specific tasks of liaison functions.

4. ASSIGNMENT/SUB-CONTRACTING:

a. PROVIDER may not assign or sub-contract its responsibilities hereunder.

5. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that PROVIDER is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. PROVIDER shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding taxes and Social Security. PROVIDER agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State Governments as a result of this contract.

6. LIABILITY:

a. PROVIDER agrees to defend, indemnify and hold COUNTY harmless from any and all claims, liability, or loss arising from PROVIDER'S performance under this Agreement.

b. Without in any way intending to limit or abrogate the effect of the hereinabove recited Agreement, PROVIDER shall purchase and maintain for the duration of this Agreement, a vehicular liability policy.

7. WORKING PROTOCOLS: Attached hereto as Exhibit "A" and incorporated herein by reference thereto are Working Protocols describing and governing

the working relationships of parties. Said Working Protocols bind parties as if fully set out herein, but may be modified without formal amendment of this Agreement so long as said modification does not vary the provisions specifically set out herein, is in writing, and represents a bilateral agreement of AGENCY and PROVIDER. Said Working Protocols shall include as a minimum a plan conducting PROJECT; the respective roles of AGENCY and PROVIDER in PROJECT; AGENCY'S operational representatives and their function; any role AGENCY is to play in review of PROVIDER'S activities; provisions listing and describing the specific services which are the subject of this Agreement.

8. PAYMENT:

a. Upon execution of this Agreement and within a reasonable time from PROVIDER'S submission of an invoice in format prescribed by AGENCY detailing work performed in the preceeding month and claiming the amount due for the month, and upon the acceptance by the Director of Public Health Services of the invoice as complete and reflective of the satisfactory progress of PROVIDER, COUNTY will pay PROVIDER $1,500.00 per month (One Thousand Five Hundred Dollars per month) for services rendered.

b. The maximum total payment to PROVIDER under the terms of this Agreement will not exceed three thousand DOLLARS ($ 3,000.00).

c. Where a herein recited report, document and/or claim is due from PROVIDER within a month, payment for that month is expressly conditioned on the acceptance by COUNTY'S herein designated representative of the PROVIDER'S progress to be as agreed and the report, document and/or claim as complete and accurately reflective of that progress.

d. It is hereby acknowledged by PROVIDER that all records and equipment

provided by AGENCY are owned by AGENCY.

e. COUNTY'S excuse of any given condition precedent or subsequent in any given circumstnace does not constitute a waiver of either that condition precedent or subsequent or any other condition precedent or subsequent as to future circumstances. Where there is a doubt as to the proper characterization of a provision as a promise or a condition it shall be construed to be both a promise and a condition.

10. AMENDMENTS: Except as provided herein, the body of this Agreement together with any exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total agreement. Except as provided herein, no addition to, or alterations of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by parties or thier successors in office or interest.

11. NOTICE: Any notice to be given parties to this Agreement may be given personally or by depositing same post-marked and registered in the United States Mail, postage prepaid, and addressed to PROVIDER or COUNTY'S herein designated representatives, as applicable, at the last known address of either.

12. TERM:

a. This Agreement shall commence upon execution and terminate upon completion of the PROJECT, unless sooner cancelled by either party upon thirty (30) days' written notice to the other of such intent.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove set forth.

/ / / / / / / / / / /

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETER McNAMEE, CLERK

BY _____
DEPUTY

_____
ANNE M. HOUSE

Exhibit "A"

1. The Operational Representatives will assist the PROVIDER in the identification of potential respondents - providers of HE-RR services in the County. Using the health education-risk reduction definition, these persons will identify those agencies, organizations, and services that they think or know fit the criteria -- specific target population, planned intervention activities and some system to evaluate the activities, i.e. number of people served -- an analysis of behavior change.

2. The PROVIDER will reproduce and disseminate the inventory form to all those agencies, organizations and services on the State and County lists. Where possible, the PROVIDER will identify a specific contact person in each organization and where appropriate, that person should be sent the inventory. All follow-up should be handled through them.

3. The PROVIDER will develop a cover letter including a statement as to the purpose of the inventory and stressing the importance of a timely response. The PROVIDER will include her name and telephone number so she can be contacted when providers have questions about the inventory. The PROVIDER will set a specific date (no later than ten working days after the inventory is sent out) by which she wants the responses returned and underline it. The PROVIDER should include a self-addressed stamped return envelope with the cover letter.

4. The PROVIDER will review incoming inventories and appropriateness of the responses. Where clarification or further information is required, the PROVIDER can make telephone contact with the organization to seek out the desired information.

5. Non-respondents will be contacted by the PROVIDER after the due date. Where appropriate the inventory may be completed over the telephone. Two contacts should be made of each non-respondent by the PROVIDER.

6. The PROVIDER will prepare a final report and submit it on or before June 30, 1981 to the AGENCY'S Director of Public Health. This report will include:

   a. a description to whom the inventory was sent
   b. total number of inventories sent
   c. total number of inventories returned
   d. total number of inventories being forwarded to the State, which meet the criteria of health education-risk reduction programs
   e. only copies of the inventories which meet the criteria of a health education-risk reduction program.

   The operational representatives will assist the PROVIDER with "d".

7. The PROVIDER and the operational representatives will work together to organize all the inventory sheets into a resource directory for use and distribution in the County.

8. The AGENCY will review this final report for quality, accuracy and completeness.

Exhibit "A" con't.

The AGENCY'S Director of Public Health has designated the Health Educators, Public Health Division, as operational representatives. The operational representatives will periodically review the PROVIDER'S activities and offer assistance as needed.

FILED
MAY - 4 1981
JULIE MCWHIRTER, Clerk
By Julie M. Carter, Deputy

APPROVED AS TO FORM
COUNTY COUNSEL
By Wm. D. Roth

AGREEMENT NO. 81-87

(For Certain Monitoring and Referral Services)

THIS AGREEMENT, made and entered into this 28th day of April, 1981, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Christina Warren, hereinafter referred to as PROVIDER.

W I T N E S S E T H:

RECITALS:

1. COUNTY has established in this County a Health Services Agency, Alcohol and Drug Program, hereinafter referred to as AGENCY, and has charged the Director of Alcohol and Drug Program through the Yolo County Health Services Administrator to direct and administer the program as a portion of the Yolo County Health Agency Services.
2. Under the auspices of Title 9, Chapter 4, Subchapter 3 of the California Administrative Code, the COUNTY has established as part of the Department of Alcohol and Drug Program the Second Offender Drinking Driver Program hereinafter referred to as the Drinking Driver Program (DDP) which receives referrals from Yolo County Municipal Courts.
3. COUNTY'S responsibilities with respect to the program and funds allocated to it are carried out in accordance with the guidelines of the State Department of Alcohol and Drug Program.
4. PROVIDER has the experience and expertise necessary to provide monitoring and referral services to participants in the Drinking Driver Program.
5. COUNTY desires to obtain and PROVIDER desires to provide monitoring and referral services in connection with the Drinking Driver Program.
6. PROVIDER acknowledges that COUNTY executes this Agreement in reliance upon PROVIDER'S hereinabove recited representatives and that COUNTY would not execute this Agreement if PROVIDER could not so represent.

7. PROVIDER and COUNTY, therefore, wish to enter into a contract for the hereinafter described services.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S promises contained in hereinafter recited agreements, agree:

1. PROVIDER'S SERVICE OBLIGATIONS:

   a. In accordance with the General Program Description (Exhibit "A") and Working Protocols (attached hereto as Exhibit "B" and incorporated herein by reference thereto) provide clients of the AGENCY upon the referral of AGENCY, the following listed services:

      1) Client Monitoring

      2) Client Resource Referral

   b. CASE CONSULTATION and INFORMATION EXCHANGE: Meet at times and places of mutual convenience of the Program Coordinator or facilitator and monitor upon reasonable notice. Reasonableness for this purpose shall be construed in light of the urgency of each circumstances as it arises.

   c. PROVIDER will demonstrate to the satisfaction of COUNTY'S herein designated representatives that she is providing monitoring services as outlined in Exhibits A & B. Said demonstration shall be made to AGENCY through AGENCY'S utilization review and, where appropriate, its peer review contract.

2. AGENCY'S SERVICE OBLIGATIONS:

   a. UTILIZATION REVIEW: Evaluate PROVIDER'S operation in accordance with the requirements and criteria promulgated from time to time by the State Department of Alcohol and Drug Programs.

   b. CLINICAL SERVICES:

      1) Provider CRISIS INTERVENTION and backup CLINICAL services in

accordance with the Working Protocols attached hereto as Exhibit "B" and incorporated herein by this reference.

2) Provide prompt access to records and personnel necessary, in the joint judgment of parties' designated representatives to the conduct of PROJECT.

3) COUNTY'S designated representatives will give prompt attention to review, authorization and reporting requirements upon notice from PROVIDER which provides adequate and reasonable time for review.

c. DESIGNATE a representative or representatives for administrative and program affairs.

3. COUNTY'S DESIGNATED REPRESENTATIVES:

a. Responsibility for this Agreement lies with AGENCY'S Director of Alcohol and Drug Program.

b. Director of Alcohol and Drug Program may designate operational representatives from time to time in writing to PROVIDER to perform specific tasks or liaison functions.

4. ASSIGNMENT/SUB-CONTRACTING:

a. PROVIDER may not assign or sub-contract its responsibilites hereunder, it hereby being expressly acknowledged by parties that PROVIDER'S expertise is unique.

5. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that PROVIDER is an indepentdent contractor and is not subject to the direction and control of COUNTY except as to final result. PROVIDER shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding taxes and Social Security. PROVIDER agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State Governments as a

result of this contract.

6. WORKING PROTOCOLS: Attached hereto as Exhibit "B" and incorporated herein by reference thereto are Working Protocols describing and governing the working relationships of parties. Said Working Protocols bind parties as if fully set out herein, but may be modified without formal amendment of this Agreement so long as said modification does not vary the provisions specifically set out herein, is in writing, and represents a bilateral agreement of AGENCY and PROVIDER. Said Working Protocols shall include as a minimum a plan for case management; the respective roles of AGENCY and PROVIDER in Treatment Planning, Case Consultation, and clinical referral; procedures for the acceptance of clinical referrals from PROVIDER to AGENCY and from AGENCY to PROVIDER and for return of information generated by those referrals; AGENCY'S operational representatives and their function; any role AGENCY is to play in review of PROVIDER'S professional activities; provisions that PROVIDER will accept for services, patients or clients without adverse discrimination based upon race, color, religion, sex, marital status, affiliation preference, handicap, national origin, or ancestory; provision describing PROVIDER'S procedures for identifying clinical needs and referring on going clients to providers other than AGENCY; provisions stating that PROVIDER will specify in writing to referees other than AGENCY, that said referrals shall not be compensated by PROVIDER or COUNTY except on the written authoriztion of AGENCY, and that COUNTY shall not be responsible for non-AGENCY approved clients or patients of PROVIDER; provisions listing and describing the specific services which are the subject of this Agreement; the operational plan for rendering these services; provisions listing required licenses, target dates for obtaining, and dates obtained provisionally and finally; and a schedule for implementing the services

which are the subject of this Agreement.

7. COMPLIANCE WITH CODE:

a. PROVIDER agrees to comply with all applicable provisions of Title 9 and 22 of the California Administrative Code and Title 45 Code of Federal Regulations' Section 205.50 regarding confidentiality of patient information.

8. PAYMENT:

a. Upon execution of this Agreement and within a reasonable time from PROVIDER'S submission of an invoice in format prescribed by AGENCY detailing work performed in the preceeding month and claiming the amount due for the month, and upon the acceptance by the Director of Alcohol and Drug Program of the invoice as complete, and reflective of the satisfactory progress of PROVIDER, COUNTY will pay PROVIDER TWO DOLLARS AND SIXTY-SIX CENTS ($2.66) per client visit for services rendered.

b. Where a herein recited report,document and/or claim is due from PROIVDER within a month, payment for that month is expressly conditioned on the acceptance by COUNTY'S herein designated representatives of the PROIVDER'S progress to be as agreed and the report, document and/or claim as complete and accurately reflective of that progress.

c. It is hereby acknowledged by PROVIDER that all patient records and equipment provided by AGENCY are owned by AGENCY.

d. COUNTY'S excuse of any given condition precedent or subsequent in any given circumstance does not constitute a waiver of either that condition precedent or subsequent or any other condition precedent or subsequent as to future circumstnaces. Where there is a doubt as

to the proper characterization of a provision as a promise or a condition it shall be construed to be both a promise and a condition.

e. In the event of PROVIDER'S bankruptcy or insolvency it is agreed that COUNTY, in pressing claims pursuant to this Agreement, will be recognized as the creditor of first priority.

9. AMENDMENTS: Except as provided herein, the body of this Agreement together with any exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total agreement. Except as provided herein, no addition to, or alterations of the terms of this Agreement, whether by written or verbal understanidng of the parties, their officers, agents or employees shall be valid unless made in the form of a written amendment to this Agreement which formally approved and executed by parties or their successors in office or interest.

10. NOTICE: Any notice to be given parties to this Agreement may be given personally or by depositing same post-marked and registered in the United States Mail, postage prepaid, and addressed to PROVIDER or COUNTY'S herein designated representatives, as applicable, at the last known address of either.

11. TERM:

a. This Agreement shall commence upon execution and terminate June 30, 1981, unless sooner cancelled by either party upon thirty (30) days'written notice to the other of such intent.

b. Should either party give notice of cancellation both parties will exert their best efforts in good faith to find alternatives for referred persons still requiring services of the type PROVIDER renders.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
VICE CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETER McNAMEE, CLERK

BY _____
CLERK

BY _____
CHRISTINA WARREN

AGREEMENT NO. 6 -88 1 / 3.3

AMENDMENT TO AGREEMENT

8100-0762
PROJECT CODE

CCG REGISTRATION NO.

01
AMENDMENT NO.

BETWEEN

INTRA-DEPARTMENTAL NO.

THE STATE OF CALIFORNIA

EMPLOYMENT DEVELOPMENT DEPARTMENT

(HEREINAFTER CALLED EDD)

AND

Yolo County Farmworker Project CWETA #8100-0762

(HEREINAFTER CALLED SUBGRANTEE).

The above-referenced agreement is modified by written agreement of both parties, effective April 01, 1981, as follows:

CHANGE 1: modification to Section III, Participating Organizations of cover page (form DI H803, Rev. 1) to include new growers and to alter funds requested for previously participating growers, where applicable (see Attachment I for Summary of Changes, and CHANGE 1 for new signature sheets);

CHANGE 2: modification to individual career ladders and/or budget sheets for participating growers, as necessitated by CHANGE 1 above (see CHANGE 2 sheets attached);

Continues on Next Page

Except as hereby modified, all terms and conditions of the agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this amendment has been signed by and on behalf of the parties hereto this day.

DATED _____

APPROVED FOR EDD

NAME AND TITLE

SIGNATURE

APPROVED FOR SUBGRANTEE

GEORGE P. DE MARI
VICE-CHAIRMAN

NAME AND TITLE

SIGNATURE

DE 8802 A (5/80)

CHANGE 3: modifications to the program narrative to include the following program adjustments:

a) deletion of the PSE person to be provided by the Prime Sponsor;

b) reduction of number of hours of first aid training to be provided, and corresponding adjustments to the total program hours of classroom training;

c) modification of the members/percentages of program participants to receive Unemployment Insurance, CWETA allowances, or CETA allowances to reflect actual (instead of projected) program mix;

d) deletion of all reference to the coordination during the operation portion of the program with the Agricultural Manpower Oversight Committee (AMOC), since close coordination with participating growers and the local Farm Bureau has proved more feasible and productive; and

e) amendment of the project narrative and "training plan" to reflect minor changes that have occurred in the classroom training schedule.

(Modification pages for a-e above are attached as CHANGE 2 materials.)

ATTACHMENT I

SUMMARY OF GROWER CHANGES TO SECTION III -
Participating Organizations

- GROWERS REMAINING THE SAME AS ORIGINAL PROJECT SUBMISSION:

1. Marc Faye
2. Valley Blue Grass
3. Dave S. Shimada

- GROWERS TO BE DELETED FROM ORIGINAL PROJECT SUBMISSION:

1. Kent A. Lang
2. A. H. Rominger
3. K. C. Farms
4. Kimura & Sons

- GROWERS WITH MINOR BUDGET CHANGES:

1. Paul W. Rieff & Sons
2. Reamer Farms
3. Martin Brothers
4. R & S Farms
5. Harlan & Dumars
6. George Aoki
7. La Cooperativa Colonia

- NEW GROWERS PARTICIPATING:

1. Fong Farms
2. Button Ranch
3. Vernon Eriksen

III PARTICIPATING ORGANIZATIONS (Continue)

ORGANIZATION	FUNDS REQUESTED
FONG FARMS INC	700.00
NAME AND TITLE	
Alvin S. Fong Grower	
SIGNATURE	DATE
Alvin S Fong	12-29-80
ADDRESS	
401 Los Robles Way	
CITY	STATE ZIP
Woodland Calif.	95695

ORGANIZATION	FUNDS REQUESTED
Coopurative Colmia	1132.80
NAME AND TITLE	
RAJ RAMAIYA	12-29-80
SIGNATURE	DATE
Raj Ramaiya	
ADDRESS	
217 Fourth St	
CITY	STATE ZIP
Woodland CA	95695

ORGANIZATION	FUNDS REQUESTED
GEO BUKI FARMS, INC.	590.00
NAME AND TITLE	
Harvey Kumigawachi	12-29-80
SIGNATURE	DATE
Harvey Kumigawachi	
ADDRESS	
409 Casa Linda Dr	
CITY	STATE ZIP
Woodland, CA	95695

ORGANIZATION	FUNDS REQUESTED
Butler Ranch	1640
NAME AND TITLE	
TONY TURKOVICH OWNER PARTNER	
SIGNATURE	DATE
Tony Turkovich	12/29/80
ADDRESS	
Rt. 1 Box 206 ~~Winters~~ CA	95694
CITY	STATE ZIP
WINTERS	CA

IV. OTHER ORGANIZATIONS

ORGANIZATION	
SIGNATURE	DATE
ADDRESS	
CITY	STATE ZIP

ORGANIZATION	
SIGNATURE	DATE
ADDRESS	
CITY	STATE ZIP

ORGANIZATION	
SIGNATURE	DATE
ADDRESS	
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ORGANIZATION	
SIGNATURE	DATE
ADDRESS	
CITY	STATE ZIP

PARTICIPATING ORGANIZATIONS (Cont'd)

ORGANIZATION	FUNDS REQUESTED
R+S Farms	600.00
NAME AND TITLE	
STAN LESTER Owner	
SIGNATURE	DATE
Stan Lester	12/29/80
ADDRESS	
Rt 1 Box 69	
CITY	STATE ZIP
Winters	Cal 95694

ORGANIZATION	FUNDS REQUESTED
Martin Brothers	736.00
NAME AND TITLE	
Richard F. Martin Pres.	
SIGNATURE	DATE
Richard F. Martin	12/30/80
ADDRESS	
RT 1 Box 1360	
CITY	STATE ZIP
Davis	Calif 95616

ORGANIZATION	FUNDS REQUESTED
Reamer Farms	1,456.10
NAME AND TITLE	
James Reamer V. Pres	
SIGNATURE	DATE
James Reamer	1/12/10
ADDRESS	
Rte 1 Box 103B	
CITY	STATE ZIP
Clarksburg	Cal 95612

ORGANIZATION	FUNDS REQUESTED
NAME AND TITLE	
SIGNATURE	DATE
ADDRESS	
CITY	STATE ZIP

ORGANIZATION	FUNDS REQUESTED
NAME AND TITLE	
SIGNATURE	DATE
ADDRESS	
CITY	STATE ZIP

ORGANIZATION	FUNDS REQUESTED
Harlan & Dumars	1,920
NAME AND TITLE	
J. Bennett Harlan V.P.	
SIGNATURE	DATE
J. Bennett Harlan	12/30/80
ADDRESS	
Rte 1 Box 570	
CITY	STATE ZIP
Woodland	CA 95695

ORGANIZATION	FUNDS REQUESTED
VERNON ERIKSEN	2,300.00
NAME AND TITLE	
OWNER.	1/2/81
SIGNATURE	DATE
Vernon Eriksen	
ADDRESS	
115 Toyon DR.	
CITY	STATE ZIP
WOODLAND	Ca 95695

ORGANIZATION	FUNDS REQUESTED
PAUL W RIFF + SONS	1,854.00
NAME AND TITLE	
Bob Towle Office Manager	
SIGNATURE	DATE
BOB TOWLE	1/12/81
ADDRESS	
RT 2 BOX 640	
CITY	STATE ZIP
WOODLAND	CA 95695

ORGANIZATION	FUNDS REQUESTED
NAME AND TITLE	
SIGNATURE	DATE
ADDRESS	
CITY	STATE ZIP

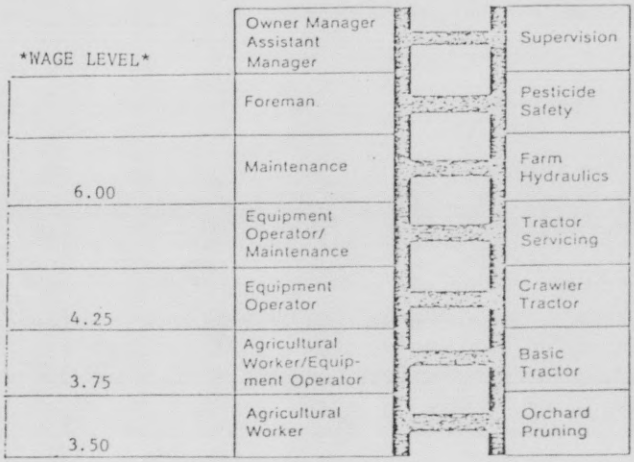
ORGANIZATION	FUNDS REQUESTED
NAME AND TITLE	
SIGNATURE	DATE
ADDRESS	
CITY	STATE ZIP

1. NAME OF GROWER/EMPLOYER: OUNG FONG December 29,1980

The Farm Job Ladder and Educator-Grower-Worker Relations

To understand the operation of the short course system it is necessary to understand the Farm Job Ladder Manpower Classification. The Farm Job Ladder training gives a matrix common to the educator, the farm worker-student, and the farm employer. A generalized diagram of this matrix is offered below.

2.



Farm Job Ladder developed by Rural Economics Institute, Davis

FAST Teaching Guides developed by Farm Applied Skills Training CSUC

OUNG FONG

Level VIII - Owner/Manager

This job is responsible for the total farm operation. This includes organizing, planning, setting goals, policies, priorities, negotiating contracts, coordinating staff and equipment (if not delegated), staffing and controlling.

* * *

3. Before and after training wages for participating farmworkers/employees:

NAME	BEFORE	AFTER	#DAYS PROLONGED EMPLOYMENT/YEAR
1. Rigoberto Hernandez	4.25	4.50	15
2.			
3.			
4.			
5.			
6.			
7.			

4. Description of skills to be learned during worksite TRAINING:

Welding, shop work, setting up equipment to go out in the field. Moving equipment with carry all.

5. IN-KIND Contributions:

OUNG FONG

XIII. WORKSITE TRAINING
BUDGET DETAIL
(ADDED COSTS TO EMPLOYERS)

[ ] ENTRY
[ ] CAREER

A. Worksite Training Costs

Estimated Increased Cost Attributable to Worksite Training

1. Supervision $_____
2. Maintaining Training Records _____
3. Monitoring Training _____
4. Reduced Production Time 1,569 ÷ 2 = 782
5. Others (attach itemized list) _____
6. Subtotal $ 782 - C
7. Indirect Costs (not to exceed 10% of line A.6.) _____
8. Wage Replacement

Participants x Hourly Wage x Hours of Release Time

_____ x $_____ x _____ = $_____

_____ x $_____ x _____ = $_____

_____ x $_____ x _____ = $_____

Total Wage Replacement _____

9. Subtotal Training Costs (A.6. + A.7. + A.8.) $_____
10. Project Administration (attach detail) _____
11. Evaluation _____
12. Total Training Costs (A.9. + A.10. + A.11.) $ 700
Enter total on Budget Summary A.1.(a.) for Entry and A.1.(b.) for Career

B. Reimbursement Rate as Percentage of Participant Wages Paid

1. Total Estimated Participant Wages

(Number of Participants x Hourly Wage x Hours of Worksite Training)

a. 1 x 4.25 x 368 = $ 1,564

b. _____ x _____ x _____ = $_____

c. _____ x _____ x _____ = $_____

d. Total (B.1.a. + B.1.b. + B.1.c.) $_____

2. Divide Increased Costs by Participants' Wages $\frac{\text{A.9.}}{\text{B.1.d.}}$ 44.75 %

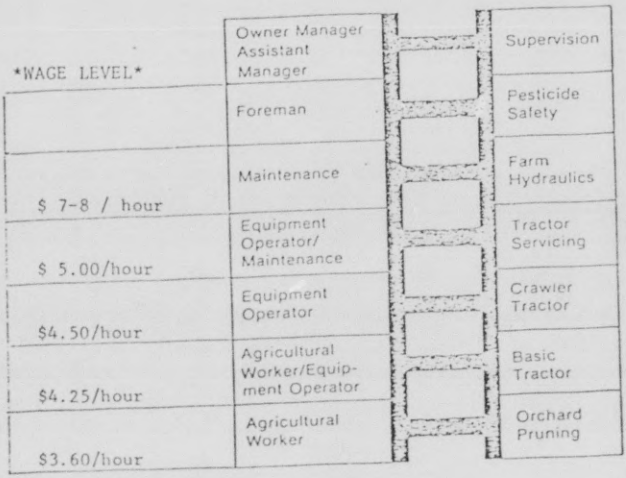
C. Cash and In-Kind Contribution (attach itemized list) $ 82

1. NAME OF GROWER/EMPLOYER: BUTTON RANCH

The Farm Job Ladder and Educator-Grower-Worker Relations

To understand the operation of the short course system it is necessary to understand the Farm Job Ladder Manpower Classification. The Farm Job Ladder training gives a matrix common to the educator, the farm worker-student, and the farm employer. A generalized diagram of this matrix is offered below.

2.



Farm Job Ladder developed by Rural Economics Institute, Davis

FAST Teaching Guides developed by Farm Applied Skills Training CSUC

Level VIII - Owner/Manager

This job is responsible for the total farm operation. This includes organizing, planning, setting goals, policies, priorities, negotiating contracts, coordinating staff and equipment (if not delegated), staffing and controlling.

* * *

3. Before and after training wages for participating farmworkers/employees:

NAME	BEFORE	AFTER	#DAYS PROLONGED EMPLOYMENT/YEAR
1. Alejandro Fernandez	$5.00-3.60 Pruning	$5.00	60 days
2. Gabriel Reyna	$5.00-3.60	$5.00	60 days
3.			
4.			
5.			
6.			
7.			

4. Description of skills to be learned during worksite TRAINING:

Pesticides & herbicide, welding & mechanics

5. IN-KIND Contributions:

BUTTON RANCH

XIII. WORKSITE TRAINING BUDGET DETAIL (ADDED COSTS TO EMPLOYERS)

[ ] ENTRY
[x] CAREER

A. Worksite Training Costs

Estimated Increased Cost Attributable to Worksite Training

1. Supervision $_____
2. Maintaining Training Records _____
3. Monitoring Training _____
4. Reduced Production Time ½ x 3680 ~~1840~~
5. Others (attach itemized list) _____
6. Subtotal $1840 - C
7. Indirect Costs (not to exceed 10% of line A.6.) _____
8. Wage Replacement

   Participants x Hourly Wage x Hours of Release Time

   _____ x $_____ x _____ = $_____

   _____ x $_____ x _____ = $_____

   _____ x $_____ x _____ = $_____

   Total Wage Replacement _____
9. Subtotal Training Costs (A.6. + A.7. + A.8.) $_____
10. Project Administration (attach detail) _____
11. Evaluation _____
12. Total Training Costs (A.9. + A.10. + A.11.)
    Enter total on Budget Summary A.1.(a.) for Entry and A.1.(b.) for Career $1640

B. Reimbursement Rate as Percentage of Participant Wages Paid

1. Total Estimated Participant Wages

   (Number of Participants x Hourly Wage x Hours of Worksite Training)

   a. 2 x 5.00 x 368 = $3680

   b. _____ x _____ x _____ = $_____

   c. _____ x _____ x _____ = $_____

   d. Total (B.1.a. + B.1.b. + B.1.c.) $_____
2. Divide Increased Costs by Participants' Wages $\frac{\text{A.9.}}{\text{B.1.d.}}$ 44.57 %

C. Cash and In-Kind Contribution (attach itemized list) $200

1. NAME OF GROWER/EMPL ER: VERNON ERI KSEN

The Farm [redacted] Ladder and Educator-Grower-[redacted]ker Relations,

To understand the operation of the short course system it is necessary to understand the Farm Job Ladder Manpower Classification. The Farm Job Ladder training gives a matrix common to the educator, the farm worker-student, and the farm employer. A generalized diagram of this matrix is offered below.

2.

WAGE LEVEL		
	Owner Manager Assistant Manager	Supervision
	Foreman	Pesticide Safety
EXISTS	Maintenance	Farm Hydraulics
_____	Equipment Operator/ Maintenance	Tractor Servicing
4.30 - 4.50	Equipment Operator	Crawler Tractor
3.75 - 4.30	Agricultural Worker/Equip-ment Operator	Basic Tractor
3.75 - 4.00	Agricultural Worker	Orchard Pruning

Farm Job Ladder developed by Rural Economics Institute, Davis

FAST Teaching Guides developed by Farm Applied Skills Training CSUC

VERNON ERI KSEN

Level VIII - Owner/Manager

This job is responsible for the total farm operation. This includes organizing, planning, setting goals, policies, priorities, negotiating contracts, coordinating staff and equipment (if not delegated), staffing and controlling.

* * *

3. Before and after training wages for participating farmworkers/employees:

NAME	BEFORE	AFTER	#DAYS PROLONGED EMPLOYMENT/YEAR
1. Jose B. Lopez	4.25	4.25	60
2. Marcelino Vargas	4.25	4.25	60
3. Rodolfo Vasquez	4.	4.	60
4.			
5.			
6.			
7.			

4. Description of skills to be learned during worksite TRAINING:

Cultivator equipment set up and operation, fertiizer & herbecide handling and application. Tomato harvester maintance and operation. Combines (grain)

5. IN-KIND Contributions: EQUIPMENT

VERNON ERI KSEN

[ ] ENTRY
[X] CAREER

XIII. WORKSITE TRAINING BUDGET DETAIL (ADDED COSTS TO EMPLOYERS)

A. Worksite Training Costs

Estimated Increased Cost Attributable to Worksite Training

1. Supervision $_____
2. Maintaining Training Records _____
3. Monitoring Training _____
4. Reduced Production Time $\frac{1}{2}$ x 4,600 2,300
5. Others (attach itemized list) _____
6. Subtotal $_____
7. Indirect Costs (not to exceed 10% of line A.6.) _____
8. Wage Replacement

   Participants x Hourly Wage x Hours of Release Time

   _____ x $_____ x _____ = $_____

   _____ x $_____ x _____ = $_____

   _____ x $_____ x _____ = $_____

   Total Wage Replacement _____
9. Subtotal Training Costs (A.6. + A.7. + A.8.) $ 2,300
10. Project Administration (attach detail) _____
11. Evaluation _____
12. Total Training Costs (A.9. + A.10. + A.11.)
    Enter total on Budget Summary A.1.(a.) for Entry and A.1.(b.) for Career $_____

B. Reimbursement Rate as Percentage of Participant Wages Paid

1. Total Estimated Participant Wages

   (Number of Participants x Hourly Wage x Hours of Worksite Training)

   a. 2 x 4.25 x 368 = $ 3,128

   b. 1 x 4.00 x 368 = $ 1,472

   c. _____ x _____ x _____ = $_____

   d. Total (B.1.a. + B.1.b. + B.1.c.) $ 4,600
2. Divide Increased Costs by Participants' Wages $\frac{\text{A.9.}}{\text{B.1.d.}}$ 50 %

C. Cash and In-Kind Contribution (attach itemized list) $_____

Equipment for class to work on

PAUL REIFF AND SONS

Level VIII - Owner/Manager

This job is responsible for the total farm operation. This includes organizing, planning, setting goals, policies, priorities, negotiating contracts, coordinating staff and equipment (if not delegated), staffing and controlling.

* * *

3. Before and after training wages for participating farmworkers/employees:

NAME	BEFORE	AFTER	#DAYS PROLONGED EMPLOYMENT/YEAR
1. Manuel Quintana	4.50	5.00	30
2. Arturo Ballesteros	4.25	4.50	30
3. Artemio Carino	3.50	3.75	30
4.			
5.			
6.			
7.			

4. Description of skills to be learned during worksite TRAINING:

Continue training on equipment, maintance, overhauls, repairs.

Artemio= tractor work Chemical application= all

Planting esparagus, tomatoes

5. IN-KIND Contributions: 2 possible motor (truck) gas

$ 400 from budget line XIII A-4

PAUL REIFF AND SONS

XIII. WORKSITE TRAINING
BUDGET DETAIL
(ADDED COSTS TO EMPLOYERS)

[ ] ENTRY
[X] CAREER

A. Worksite Training Costs

Estimated Increased Cost Attributable to Worksite Training

1. Supervision $ 0
2. Maintaining Training Records 0
3. Monitoring Training 0
4. Reduced Production Time ½ x 4,508 2,254
5. Others (attach itemized list) 0
6. Subtotal $ 2,254-400
7. Indirect Costs (not to exceed 10% of line A.6.) _____
8. Wage Replacement

Participants x Hourly Wage x Hours of Release Time

_____ x $_____ x _____ = $_____

_____ x $_____ x _____ = $_____

_____ x $_____ x _____ = $_____

Total Wage Replacement _____

9. Subtotal Training Costs (A.6. + A.7. + A.8.) $ 1854
10. Project Administration (attach detail) 0
11. Evaluation 0
12. Total Training Costs (A.9. + A.10. + A.11.)
Enter total on Budget Summary A.1.(a.) for Entry and A.1.(b.) for Career $ 1854

B. Reimbursement Rate as Percentage of Participant Wages Paid

1. Total Estimated Participant Wages

(Number of Participants x Hourly Wage x Hours of Worksite Training)

a. 1 x 4.25 x 368 = $ 1,564

b. 1 x 3.50 x 368 = $ 1,288

c. 1 x 4.50 x 68 = $ 1,656

d. Total (B.1.a. + B.1.b. + B.1.c.) $ 4,508

2. Divide Increased Costs by Participants' Wages $\frac{\text{A.9.}}{\text{B.1.d.}}$ 41.13 %

C. Cash and In-Kind Contribution (attach itemized list) of A-4 $ 400

Level VIII - Owner/Manager

This job is responsible for the total farm operation. This includes organizing, planning, setting goals, policies, priorities, negotiating contracts, coordinating staff and equipment (if not delegated), staffing and controlling.

* * *

3. Before and after training wages for participating farmworkers/employees:

NAME	BEFORE	AFTER	#DAYS PROLONGED EMPLOYMENT/YEAR
1. Marcelino Marquez	4.50	4.60	90
2. Armando Jurado	4.50	4.60	90
3.			
4.			
5.			
6.			
7.			

4. Description of skills to be learned during worksite TRAINING:

Continuation of mechanics and welding shop work.

5. IN-KIND Contributions: $200 from budget line XIII A-4

REAMER FARMS

[ ] ENTRY
[X] CAREER

XIII. WORKSITE TRAINING BUDGET DETAIL (ADDED COSTS TO EMPLOYERS)

A. Worksite Training Costs

Estimated Increased Cost Attributable to Worksite Training

1. Supervision $ 0
2. Maintaining Training Records 0
3. Monitoring Training 0
4. Reduced Production Time $\frac{1}{2}$ x 3312 1656
5. Others (attach itemized list) _____
6. Subtotal $ 1656-200
7. Indirect Costs (not to exceed 10% of line A.6.) _____
8. Wage Replacement

   Participants x Hourly Wage x Hours of Release Time

   _____ x $_____ x _____ = $_____

   _____ x $_____ x _____ = $_____

   _____ x $_____ x _____ = $_____

   Total Wage Replacement _____
9. Subtotal Training Costs (A.6. + A.7. + A.8.) $ 1456
10. Project Administration (attach detail) _____
11. Evaluation _____
12. Total Training Costs (A.9. + A.10. + A.11.)
    Enter total on Budget Summary A.1.(a.) for Entry and A.1.(b.) for Career $ 1456

B. Reimbursement Rate as Percentage of Participant Wages Paid

1. Total Estimated Participant Wages

   (Number of Participants x Hourly Wage x Hours of Worksite Training)

   a. 2 x 4.50 x 368 = $ 3,312

   b. _____ x _____ x _____ = $_____

   c. _____ x _____ x _____ = $_____

   d. Total (B.1.a. + B.1.b. + B.1.c.) $ 3,312
2. Divide Increased Costs by Participants' Wages $\frac{\text{A.9.}}{\text{B.1.d.}}$ 43.96 %

C. Cash and In-Kind Contribution (attach itemized list) $ 200

MARTIN BROTHERS

Level VIII - Owner/Manager

This job is responsible for the total farm operation. This includes organizing, planning, setting goals, policies, priorities, negotiating contracts, coordinating staff and equipment (if not delegated), staffing and controlling.

* * *

3. Before and after training wages for participating farmworkers/employees:

NAME	BEFORE	AFTER	#DAYS PROLONGED EMPLOYMENT/YEAR
1. Blas Guzman	4.00/hour	4.00/hour	60 days
2.			
3.			
4.			
5.			
6.			
7.			

4. Description of skills to be learned during worksite TRAINING:

Blas Guzman will continue his training in mechanics and welding

5. IN-KIND Contributions: 1 diesel motor + 1 gas motor to overhaul and return to Martin Brothers. Mr. Martin will provide the parts.

MARTIN BROTHERS

XIII. WORKSITE TRAINING BUDGET DETAIL (ADDED COSTS TO EMPLOYERS)

[ ] ENTRY
[X] CAREER

A. Worksite Training Costs

Estimated Increased Cost Attributable to Worksite Training

1. Supervision $ 0
2. Maintaining Training Records 0
3. Monitoring Training 0
4. Reduced Production Time 1x4 x 184 hrs. = 736
5. Others (attach itemized list) _____
6. Subtotal $ 736
7. Indirect Costs (not to exceed 10% of line A.6.) 0
8. Wage Replacement

   Participants x Hourly Wage x Hours of Release Time

   _____ x $_____ x _____ = $_____

   _____ x $_____ x _____ = $_____

   _____ x $_____ x _____ = $_____

   Total Wage Replacement 0
9. Subtotal Training Costs (A.6. + A.7. + A.8.) $ 736
10. Project Administration (attach detail) 0
11. Evaluation 0
12. Total Training Costs (A.9. + A.10. + A.11.)
    Enter total on Budget Summary A.1.(a.) for Entry and A.1.(b.) for Career $ 736

B. Reimbursement Rate as Percentage of Participant Wages Paid

1. Total Estimated Participant Wages

   (Number of Participants x Hourly Wage x Hours of Worksite Training)

   a. 1 x 4.00 x 368 = $ 1,472

   b. _____ x _____ x _____ = $_____

   c. _____ x _____ x _____ = $_____

   d. Total (B.1.a. + B.1.b. + B.1.c.) $ 1,472
2. Divide Increased Costs by Participants' Wages A.9. 1656 / B.1.d. 3312 = 50 %

C. Cash and In-Kind Contribution (attach itemized list) 2 engines to overhaul & return $ 700
Parts will be provided by Mr. Martin
(1 diesel engine; 1 gas engine

Level VIII - Owner/Manager

This job is responsible for the total farm operation. This includes organizing, planning, setting goals, policies, priorities, negotiating contracts, coordinating staff and equipment (if not delegated), staffing and controlling.

* * *

3. Before and after training wages for participating farmworkers/employees:

NAME	BEFORE	AFTER	#DAYS PROLONGED EMPLOYMENT/YEAR
1. Roberto Cardenas	3.75+house	3.75 + house	# 30
2.			
3.			
4.			
5.			
6.			
7.			

4. Description of skills to be learned during worksite TRAINING:

Pruning of deciduous orchards and further training in tractor operations.

Continuation of mechanics work.

5. IN-KIND Contributions: $90.00 of budget line XIII A4

R&S (STAN LESTER)

[ ] ENTRY
[X] CAREER

XIII. WORKSITE TRAINING BUDGET DETAIL (ADDED COSTS TO EMPLOYERS)

A. Worksite Training Costs

Estimated Increased Cost Attributable to Worksite Training

1. Supervision $ 0
2. Maintaining Training Records 0
3. Monitoring Training 0
4. Reduced Production Time 690.
5. Others (attach itemized list) _____
6. Subtotal $ 690.- 90
7. Indirect Costs (not to exceed 10% of line A.6.) 0
8. Wage Replacement

Participants x Hourly Wage x Hours of Release Time

_____ x $_____ x _____ = $_____

_____ x $_____ x _____ = $_____

_____ x $_____ x _____ = $_____

Total Wage Replacement 0

9. Subtotal Training Costs (A.6. + A.7. + A.8.) $ 600
10. Project Administration (attach detail) 0
11. Evaluation 0
12. Total Training Costs (A.9. + A.10. + A.11.)
Enter total on Budget Summary A.1.(a.) for Entry and A.1.(b.) for Career $ 600

B. Reimbursement Rate as Percentage of Participant Wages Paid

1. Total Estimated Participant Wages

(Number of Participants x Hourly Wage x Hours of Worksite Training)

a. 1 x 3.75 x 368 = $ 1,380

b. _____ x _____ x _____ = $_____

c. _____ x _____ x _____ = $_____

d. Total (B.1.a. + B.1.b. + B.1.c.) $ 1,380

2. Divide Increased Costs by Participants' Wages $\frac{\text{A.9.}}{\text{B.1.d.}}$ 43.48 %

C. Cash and In-Kind Contribution (attach itemized list) of A4 $ 90

Level VIII - Owner/Manager

This job is responsible for the total farm operation. This includes organizing, planning, setting goals, policies, priorities, negotiating contracts, coordinating staff and equipment (if not delegated), staffing and controlling.

* * *

3. Before and after training wages for participating farmworkers/employees:

NAME	BEFORE	AFTER	#DAYS PROLONGED EMPLOYMENT/YEAR
1. Rosario Guzman	5.00/hour	5.00/hour	120 days
2. Jorge Guzman	5.00/hour	5.00/hour	120 days
3. Antonio Verdin	5.00/hour	5.00/hour	120 days
4.			
5.			
6.			
7.			

4. Description of skills to be learned during worksite TRAINING:

They will do shpo work and planter/incorporator set up.

5. IN-KIND Contributions: $ 840 of line XIII A-4

HARLAN & DUMARS, INC.

XIII. WORKSITE TRAINING BUDGET DETAIL (ADDED COSTS TO EMPLOYERS)

[ ] ENTRY
[X] CAREER

A. Worksite Training Costs

Estimated Increased Cost Attributable to Worksite Training

1. Supervision $ 0
2. Maintaining Training Records 0
3. Monitoring Training 0
4. Reduced Production Time 3 x 5.00 x 189 hr. 2,760
5. Others (attach itemized list) 0
6. Subtotal $ 2,760-840
7. Indirect Costs (not to exceed 10% of line A.6.) 0
8. Wage Replacement

   Participants x Hourly Wage x Hours of Release Time

   _____ x $_____ x _____ = $_____

   _____ x $_____ x _____ = $_____

   _____ x $_____ x _____ = $_____

   Total Wage Replacement 0
9. Subtotal Training Costs (A.6. + A.7. + A.8.) $ 1,920
10. Project Administration (attach detail) 0
11. Evaluation 0
12. Total Training Costs (A.9. + A.10. + A.11.)
    Enter total on Budget Summary A.1.(a.) for Entry and A.1.(b.) for Career $ 1,920

B. Reimbursement Rate as Percentage of Participant Wages Paid

1. Total Estimated Participant Wages

   (Number of Participants x Hourly Wage x Hours of Worksite Training)

   a. 2 x 5.00 x 368 = $ 3,680

   b. 1 x 5.00 x 368 = $ 1,840

   c. _____ x _____ x _____ = $_____

   d. Total (B.1.a. + B.1.b. + B.1.c.) $ 5,520
2. Divide Increased Costs by Participants' Wages $\frac{\text{A.9.}}{\text{B.1.d.}}$ 34.78 %

C. Cash and In-Kind Contribution (attach itemized list) of line A-4 $ 840

GEORGE AOKI

Level VIII - Owner/Manager

This job is responsible for the total farm operation. This includes organizing, planning, setting goals, policies, priorities, negotiating contracts, coordinating staff and equipment (if not delegated), staffing and controlling.

* * *

3. Before and after training wages for participating farmworkers/employees:

NAME	BEFORE	AFTER	#DAYS PROLONGED EMPLOYMENT/YEAR
1. Oscar Gonzalez	3.75	3.75	30 days
2.			
3.			
4.			
5.			
6.			
7.			

4. Description of skills to be learned during worksite TRAINING:

Equipment maintenance, mechanics and welding. Diverse tractor operation in areas that they are not experienced in.

5. IN-KIND Contributions: $100 of budget line XIII A-4

GEORGE AOKI

[ ] ENTRY
[X] CAREER

XIII. WORKSITE TRAINING BUDGET DETAIL (ADDED COSTS TO EMPLOYERS)

A. Worksite Training Costs

Estimated Increased Cost Attributable to Worksite Training

1. Supervision $ 0
2. Maintaining Training Records 0
3. Monitoring Training 0
4. Reduced Production Time ½ x 1380 690
5. Others (attach itemized list) 0
6. Subtotal $ 690 - C
7. Indirect Costs (not to exceed 10% of line A.6.) 0
8. Wage Replacement

   Participants x Hourly Wage x Hours of Release Time

   _____ x $_____ x _____ = $_____

   _____ x $_____ x _____ = $_____

   _____ x $_____ x _____ = $_____

   Total Wage Replacement 0
9. Subtotal Training Costs (A.6. + A.7. + A.8.) $ 590
10. Project Administration (attach detail) 0
11. Evaluation 0
12. Total Training Costs (A.9. + A.10. + A.11.)
    Enter total on Budget Summary A.1.(a.) for Entry and A.1.(b.) for Career $ 590

B. Reimbursement Rate as Percentage of Participant Wages Paid

1. Total Estimated Participant Wages

   (Number of Participants x Hourly Wage x Hours of Worksite Training)

   a. 1 x 3.75 x 368 = $ 1,380 Total

   b. _____ x _____ x _____ = $_____

   c. _____ x _____ x _____ = $_____

   d. Total (B.1.a. + B.1.b. + B.1.c.) $ 1,380
2. Divide Increased Costs by Participants' Wages $\frac{\text{A.9.}}{\text{B.1.d.}}$ 42.75 %

C. Cash and In-Kind Contribution (attach itemized list) $ 100.

Level VIII - Owner/Manager

This job is responsible for the total farm operation. This includes organizing, planning, setting goals, policies, priorities, negotiating contracts, coordinating staff and equipment (if not delegated), staffing and controlling.

* * *

3. Before and after training wages for participating farmworkers/employees:

NAME	BEFORE	AFTER	#DAYS PROLONGED EMPLOYMENT/YEAR
1. Antonio Diaz	3.25	4.00 +	60
2. Jimmy Brian Rake	3.25	4.00 +	60
3.			
4.			
5.			
6.			
7.			

4. Description of skills to be learned during worksite TRAINING:

Continue training in mechanics, welding, tractor operation, marketing and management in agriculture or of agricultural commodities.

5. IN-KIND Contributions:

$100 of Worksite Training Cost budget line XIII A-4

$100 of Lecture.Field trip expenses (10 hours x $10/hour

*COOPERATIVA COLONIA MEXICANA UNIDA

XIII. WORKSITE TRAINING BUDGET DETAIL (ADDED COSTS TO EMPLOYERS)

[ ] ENTRY
[X] CAREER

A. Worksite Training Costs

Estimated Increased Cost Attributable to Worksite Training

1. Supervision $ 0
2. Maintaining Training Records 0
3. Monitoring Training 0
4. Reduced Production Time ½ of 2,465.60 = 1,232.80
5. Others (attach itemized list)
6. Subtotal $ 1,232.80- 100(line C
7. Indirect Costs (not to exceed 10% of line A.6.)
8. Wage Replacement

Participants x Hourly Wage x Hours of Release Time

_____ x $_____ x _____ = $_____

_____ x $_____ x _____ = $_____

_____ x $_____ x _____ = $_____

Total Wage Replacement 0

9. Subtotal Training Costs (A.6. + A.7. + A.8.) $ 1,132.80
10. Project Administration (attach detail) 0
11. Evaluation 0
12. Total Training Costs (A.9. + A.10. + A.11.)
Enter total on Budget Summary A.1.(a.) for Entry and A.1.(b.) for Career $ 1,132.80

B. Reimbursement Rate as Percentage of Participant Wages Paid

1. Total Estimated Participant Wages

(Number of Participants x Hourly Wage x Hours of Worksite Training)

a. 2 x 3.35 x 368 = $ 2,465.60

b. _____ x _____ x _____ = $_____

c. _____ x _____ x _____ = $_____

d. Total (B.1.a. + B.1.b. + B.1.c.) $_____

2. Divide Increased Costs by Participants' Wages $\frac{A.9.}{B.1.d.}$ 45.94 %

C. Cash and In-Kind Contribution (attach itemized list) $100 of WT Cost $ 100

B. Describe the roles and responsibilities of those participating organizations providing services to the project including their capability or demonstrated effectiveness in providing these services.

1. The Yolo County Manpower Division office will be the program applicant with the administrative responsibility for the management and success of the program. The County of Yolo applied to become a Prime Sponsor for funds under the Comprehensive Employment and Training Act in 1978. The Department of Labor approved the application for prime sponsorship, and the County initiated a Manpower Division to administer the funds. The County of Yolo received funds in 1978-79 and in 1979-80 for the operation of CETA programs under Titles II-B, II-D, III, IV, and VI. The Manpower Division will assist in recruitment activities and supportive services, including occupational and aptitude testing. The fiscal section of the Manpower Division will coordinate the payment of stipends or participant allowances, for economically disadvantaged clients that meet CETA II-B eligibility (4.5% of the clients). An Agricultural Training Specialist will have the primary responsibility for the coordination of the program, including grower contacts and placement activities.

2. Yuba College, Woodland Center, will be the main provider of classroom training. The courses include Welding, Mechanics, Agricultural Science, Math, and English as a second language. Yuba College has a competent staff of credentialed instructors and counselors as well as an Administrative Team concerned with the needs of the community.

   The main campus of Yuba College was founded in 1927, and is located outside of Marysville on a 160 acre site. In December, 1965, the college district was reorganizated to include Colusa, Sutter, and Yuba counties and in 1974-75, to include large portions of Glenn, Lake and Yolo counties.

   The Woodland Center--with its excellent classroom facilities and shop equipped with modern welding and mechanics equipment--is the newest expansion of Yuba College. Its first classes were held in the Fall semester of 1976-77. The Woodland Center, directed by Ray Gutierrez, has been involved in providing training for farmworkers in the past, and was the primary training resource utilized by the Yolo County Prime Sponsor to implement farmworker training for a Department of Labor Skills Training and Improvement Project (STIP). Yuba College will generate ADA for all the classes they will provide.

3. Employment Development Department, (EDD) has several major responsibilities: (1) provide a labor exchange facility for jobseekers and employers, (2) help welfare recipients and other disadvantaged persons to become self-sufficient through job training and employment, (3) administer the claim-payment phase of Unemployment Insurance (UI) and Disability Insurance (DI) programs and (4) administer the tax collection and accounting functions under the UI, DI, and Personal Income Tax Withholding (PIT) programs.

In EDD's role as a labor exchange, the Department offers a broad spectrum of services to jobseekers and their potential employers. The services include current and localized labor market information, instructions in job and employer requirements, jobseeking methods, placement services, and follow-up to improve job retention.

The Employment Development Department will provide the following services to the CWETA farmworker program, through the Woodland ES and other departments:

a. Certification

b. Payment of stipends* to clients that are above 70% LLSIL but below 85% LLSIL (27.3% of the clients).

c. Payment of UI* to clients who qualify for UI benefits and are above 85% LLSIL (68.2% of the clients).

d. Monitor the program.

4. The American Red Cross will be offering their course in Cardiopulmonary Resuscitation (CPR). The Red Cross is recognized around the world for its help to all people in need--regardless of race, color, or creed. Since the original Red Cross has expanded to 127 national societies, including the American Red Cross. The American Red Cross was formed May 21, 1881, through which health and safety courses, as well as a wide variety of community services have been offered. The local chapter in Yolo County is directed by Helen Wachter and was established June 6, 1917. The Yolo County chapter has participated in the past in producing bilingual presentations to farmworkers. The instructor's time will be an in-kind contribution by the American Red Cross.

5. Grower Community. The growers--involved in this CWETA program as the employers--will provide worksite training for the clients that they referred for upgrading. These Yolo County growers will upgrade their employees' salaries and extend the farmworkers' employment period up to one hundred twenty (120) days per year, because of the new skills obtained in the classroom and through worksite training.

6. Other Organizations. The University of California, Davis, the Farm Bureau, the Department of Motor Vehicle, and the Yolo County Agriculture Extension services include, but are not limited to, safety lectures and presentations, agriculture movies, program implementation assistance, field trips, and technical assistance on running agricultural training programs.

*Clients will receive stipends or UI benefits, depending on their level of income at the time eligibility certification.

V. PLANNING PROCESS (Continued)

C. Describe plans to continue the training program after funding terminates.

The program will request an "intent to fund" letter from CWETA for one additional year after this program ends. The letter of "intent to fund" will have clauses assuring that grower commitment (which is not available a year in anticipation) is present.

In future years, the program will be continued yearly with pertinent changes in the curriculum as agriculture technology advances and as grower/farmworker needs indicate. In later years, the program will be conducted every other year, or as need.

In the future, growers might become totally responsible for the implementation of the program, and take advantage of community organizations as needed.

1) The Yolo County Manpower Division (CETA Prime Sponsor). For CETA eligible clients (20% of the clients are targeted as being CETA economically disadvantaged), there are Title II-B or other funds for supportive services.

2) Yuba College, Woodland Center. Yuba College will continue to generate ADA for both the shop and general education classes.

3) Employment Development Department. The Employment Development Department will continue to provide UI for eligible clients.

4) The YC-VECC is also in a positive position to recruit various sources of alternative funds, including special education grants, CETA grants, private funds, and rehabilitation funds. Continuous efforts will be made to pursue these funds to continue the program after the initial demonstration project has been completed.

VII. PROJECT GOAL(S), OBJECTIVES AND TASKS

A. Based on the problems and needs you have identified, what is the overall goal(s) of the project?

The goal of this program is to provide twenty-two seasonal farmworkers with upgrade training that will move them up the agricultural career ladder into year-round, permanent, unsubsidized employment, into expanding agricultural or agribusiness related occupations. The goal is to be accomplished through combined classroom training and worksite activities of 664 and 368 hours respectively.

These classroom training and worksite training hours--even though for simplicity, they are reflected as specific times in the proposal--will be completed by the clients during the extent of the program term. Some clients will be involved in worksite training during Christmas vacation, others will during some of the legal holidays, and yet others will extend the worksite training period up to the end of August 1981. Each client will accumulate 664 hours of classroom training and 368 hours of worksite training by the termination of the program.

VII. PROJECT GOAL(S), OBJECTIVES AND TASKS (Continued)

B. List in the following Work Plan, the measurable objectives for the project including the specific activities or tasks to be completed in order to reach objectives. Provide dates of completion for specific tasks. You may attach your own work plan if necessary.

WORK PLAN

OBJECTIVES	SPECIFIC TASKS	COMPLETION DATES
1. From the positive grower responses to the CWETA farmworker's questionnaire, recruit twenty farmworkers	A. Visit all the growers that mailed us positive responses to our questionnaire and obtain actual names from their referrals.	08SEP80 to 12SEP80
	B. Interview the clients and assess their interest and commitment to the program. Provide individualized assessment and counseling to determine and insure the appropriateness of the CWETA farmworkers program design/ purpose for the participant, and to maximize successful program completion.	16OCT80 to 23OCT80
	C. Develop a career ladder with each grower, as well as a budget sheet (see Section XIII).	08SEP80 to 12SEP80
	D. Have each grower sign the proposal.	08SEP80 to 12SEP80
2. Provide task oriented, carefully designed skills training, securing participants' permanent agricultural employment potential. Students will take 664 hours of classroom training (Early November to end of March).	A. Yuba College, Woodland Center will provide shop instruction in welding, mechanics, and preventive maintenance; lab and field trip instruction in Agricultural Science; classroom instruction in safety, Math, and English.	03NOV80 through 31MAR81 (on-going but excluding two weeks from 22DEC80 02JAN81)
	B. The American Red Cross will provide classroom and lab instruction in Cardiopulmonary Resuscitation.	22DEC80 -

VII. PROJECT GOAL(S), OBJECTIVES AND TASKS (Continued)

B. List in the following Work Plan, the measurable objectives for the project including the specific activities or tasks to be completed in order to reach objectives. Provide dates of completion for specific tasks. You may attach your own work plan if necessary.

WORK PLAN

OBJECTIVES	SPECIFIC TASKS	COMPLETION DATES
3. Provide 368 hours of reimbursable Job Site Training for Farmworkers in their new tasks.	A. Growers will provide actual worksite training to farmworkers in welding and mechanics, and new fields of agricultural science for the workers.	04FEB80 to MAY81
4. Job Placement of 22 farmworkers with their respective growers, or on other related full-time, year-round, unsubsidized employment.	A. Farmworkers should return to work with previous employer through Agricultural Training Specialist's coordination with the grower.	29MAY81
	B. Other farmworkers who cannot return to employer, will obtain jobs through aggressive job development activities with Yolo County Manpower Division and EDD help.	29JUN81
5. On-going coordination between all cooperating agencies will exist throughout the program planning, implementation, and evaluation.	A. AMOC Meetings	Sept. 1980 Planning only.
	B. YCVEEC Meetings	On-Going
	C. Individual Interagency Meetings	On-Going
6. Modify and repeat program for 1981 - 1982 season with 36 new grower referral clients, and with CWETA's support.	A. Obtain letter of "intent to fund" from CWETA, provided that we fulfill CWETA funding obligations, for a one year extension of CWETA funding.	31JAN81
	B. Repeat grower referral and input solicitation.	31JUL81
7. Obtain three independent bids for program evaluation.	A. Obtain three independent bids in the area.	After program approval.
	B. Ask CWETA for suggestions independent evaluators.	

VIII. TRAINING PLAN

Describe the training.

A. DOT Codes: The occupation of Agricultural Maintenance/Technician has been developed through the combination of several occupational titles which include:

Farmworker, diversified crops	(407.663)
Farm Equipment Mechanic	(624.381)
Welder, Combination	(819.384)

Alone, anyone of the above occupations provide seasonal farm employment. However, by providing training in each of the designated areas, an individual will develop and possess the skills necessary to be of value to the agribusinessmen on a permanent, year-round basis.

In order to establish an actual difficulty level, and corresponding number of hours of training according to the Specific Vocational Preparation (SVP) Guide, only one DOT code should be used. If animal farming is excluded from section 421 of the Dictionary of Occupational Titles, we arrive at the closest DOT code for the actual job description: 421.683-010 (difficulty level of five on the SVP scale corresponds to six to nine months on the worksite/classroom Training Index or 1040 hours of training.

The farmworkers will move from farmworker general II, chore tender, to farmworker general I, hired worker.

421.687-010 FARMWORKER, GENERAL (agric.) II chore tender; farm laborer.
Performs variety of manual, animal and crop-raising tasks on general farm under close supervision: Feeds and waters cattle, poultry, and pets. Cleans barns, stables, pens, and kennels, using rake, shovel, water, and other cleaning materials. Digs seedlings, such as tobacco plants, strawberries, tomatoes, and orchard trees, using hoe, and transplants them by hand. Shovels earth to clear irrigation ditches and opens sluice gates to irrigate crops. Cleans plows, combines, and tractors, using scraper and broom. Picks, cuts, or pulls fruits and vegetables to harvest crop. Stacks loose hay, using pitchfork, or pitches hay into automatic baling machine. Stacks bales of hay and hucks them onto wagon or truck, using hayhook.

421.683-010 FARMWORKER, GENERAL (agric.) I hired worker.
Drives trucks and tractors and performs variety of animal and crop raising duties as directed on general farm: Plows, harrows, and fertilizes soil, and cultivates, sprays, and harvests crops, using variety of tractor drawn machinery (FARM-MACHINE OPERATOR, agric.)]. Cares for livestock and poultry, observing general condition and administers simple medications to animals and fowls. Hauls feed to livestock during grass shortage and winter months. Operates, repairs, and maintains farm implements and mechanical equipment, such as tractors, gang plows, ensilage cutters, hay balers, cottonpickers, and milking machines. Repairs farm buildings, fences, and other structures. May irrigate crops. May haul livestock and products to market [TRUCK DRIVER, HEAVY (any ind.); TRUCK DRIVER, LIGHT (any ind.)]. Usually works year-round and may oversee casual and seasonal help during planting and harvesting.

B. Type of Training: Entry/Career

Twenty-two seasonal farmworkers will receive career (upgrade training). Eighty-four days (664 hours) of classroom instruction will be combined with forty-six days (368 hours) of worksite training.

This program will give clients skills that will enable them to be of more use to the grower during times of the year that they were not before (see attachment #1 for timelines of Major Crop Management Tasks and Classroom Training course timetable inter-relationship.

5. Agricultural Science Lab

- Total Hours Classroom Activity: 64
- Timeline: November 6, 1980 - March 26, 1980

Contents

Basic plant science and propagation; farm pesticide and liquid fertilizer safety; chemical application and calibration; surveying; irrigation principles and practices; weed and insect identification; safety of farm machinery operation; seed type selection; planting dates; general farm safety.

Other

This will be an ADA generating class run by Yuba College. The class will be conducted through field trips and laboratory experience.

6. Review and Group Discussion

- Total Hours Classroom Activity: 66
- Timeline: November 3, 1980 - March 31, 1981

Contents

Review of course contents; understanding and using a measuring tape; safety slides, films, and presentation by UCD Farm Safety Specialist; continual emphasis on job safety, presentation of highway safety and operation laws for agricultural equipment by a representative from the Department of Motor Vehicles.

Other

This class is conducted by the CWETA-paid Prime Sponsor staff at no additional cost to CWETA.

7. Cardiopulmonary Resuscitation

- Total Hours Classroom Activity: 8
- Timeline: December 22, 1980

Contents

Principles and practices of cardropulmonary resuscitation including artificial respiration and heart massage.

Other

This is a free course offered by the American Red Cross.

TOTAL HOURS CLASSROOM EXPERIENCE: 664

ii. Worksite Training

Clients will work on their employer's shop utilizing their newly developed skills in welding and mechanics. Worksite training will begin during the second semester, every Friday, and will continue after classroom instruction ends, up to May, 1981 (see attachment #3 for individual grower's specific worksite training program).

TOTAL HOURS WORKSITE TRAINING: 368

Flow Chart

Employed ----▷ Classroom Training ----▷ Classroom Training and Worksite Training ----▷

Worksite Training Alone -----▷ Unsubsidized Employment

D. Career Opportunities

A career ladder was provided by each employer in the CWETA farmworkers' program (see attachment #3).

WEEK 11/03/80 -- 01/28/81

FIRST SEMESTER

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
8:00 a.m.					MECH
	WELDING	MECHANICS	WELDING	MECHANICS	
9:00 a.m.					
10:00 a.m.					
11:00 a.m.					
12:00 p.m.			"LUNCH"		
1:00 p.m.	REVIEW	AGRICULTURAL SCIENCE	REVIEW	MATH	REVIEW
2:00 p.m.					
3:00 p.m.	E.*		E.*		E.*
4:00 p.m.	S.		S.		S.
5:00 p.m.	L.	REVIEW	L.	REVIEW	L.

*English as a second language

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WEEK 02/02/81 - 03/31/81

SECOND SEMESTER

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
8:00 a.m.	W	M	W	M	WORKSITE EXPERIENCE
9:00 a.m.		E	E	E	
	E	C	L	C	
10:00 a.m.	L	H	D	H	
	D	A	I	A	
11:00 a.m.	I	N	N	N	
	N	I	G	I	
	G	C		C	
12:00 p.m.		S	"L U N C H"	S	
1:00 p.m.	REVIEW	A	REVIEW	M	
		G S			
	—	R C	—	A	
2:00 p.m.		I I		T	
	E.*	C E	E.*		
3:00 p.m.		U N		H	
	S.	L C T E	S.		
4:00 p.m.		U R A L		—	
	L.	— REVIEW	L.	REVIEW	
5:00 p.m.					

*English as a second language

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WEEK December 22, 1980

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
8:00 a.m.					
9:00 a.m.	C				
	A				
	R				
10:00 a.m.	D				
	I				
	O	R			
11:00 a.m.		E			
	P	S			
	U	U			
	L		"L U N C H"		
12:00 p.m.		S			
1:00 p.m.	M	C			
	O	I			
2:00 p.m.	N	T			
	A	A			
	R	T			
3:00 p.m.	Y	I			
		O			
4:00 p.m.		N			
5:00 p.m.					

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5/29/79

IX. PARTICIPANT SUPPORTIVE SERVICES

List the participant supportive services to be provided to eligible participants, the funding source(s), and payment system.

Allowance Payments

(4.5%) Below 70% LLSIL: CETA II-B

(27.3%) Between 70-85% LLSIL: CWETA (EDD)

(68.2%) Above 85% LLSIL: Unemployment Insurance (EDD)

CETA II-B funds (4.5% of clients)

The participants will receive allowance payments bi-monthly through the standard participant payment system operated by the prime sponsor for CETA programs. This system has been approved by the Department of Labor, provides standard policies and documentation for the disbursal of funds, and is provided through a sub-contract with the Bank of America. Transportation payments for these clients will be based on the transportation payment policies for Manpower Clients.

CWETA funds (27.3% of clients)

Allowance payments for these clients will be made through the EDD. Transportation costs will be paid at $2/day (excluding worksite training days) to both CWETA funded clients and Unemployment Insurance collecting clients.

Unemployment Insurance (68.2% of clients)

The client population being served by this program perennially uses U.I. benefits during this time of the year.

Other supportive services

Participant support services shall be provided throughout the program operation by the Agricultural Training Specialist.

Supportive services to be provided include coordination efforts, on behalf of individual participants, with other agencies, such as EDD, emergency food and/or clothing, legal aid, child care, and mental health; training retention counseling; career exploration and development; job seeking skills training; and provision of other supportive services designed to increase the participant's stability in and commitment to training.

The Agricultural Training Specialist shall insure participant referral to the community college and Employment Development Department for services funded out of educational and SESA resources, when services provided by these agencies most appropriately meet the needs of the participants.

COUNTY OF YOLO

Subgrant Signature Sheet

Title VI Project

Agreement/ Subgrant No. 81-89

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	U.C. Davis

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and University of California, Davis hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

PROGRAM	: Undergraduate Admissions
MAILING ADDRESS	: 312 Mrak Hall
CITY & STATE	: Davis, CA PHONE : 752-7300
PROGRAM DIRECTOR	: Bobbie Hasselbring

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on 2-15-80

The term of the SUBGRANT shall end on 9-30-81

The total amount of the SUBGRANT is $12,142.00

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature Jonellen Goddard	By Signature Joyce P. Brown
Name and Title for Allen G. Marr Dean--Office of Research	Date APR 3 1981
Name and Title Robert N. Black, Chairman Yolo Couty Board of Supervisors	Date 4/28/81

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 15th day of February 1981, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the University of California, Davis Undergraduate Admissions hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 676 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Providing job training and employment opportunitites for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

   (e) Advising all participants of their rights and responsibilities

prior to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR § 676.83, 676.84, and 676.86;

(f) Making maximum efforts to achieve the provision of the plan.

2. University of California, Davis is by virtue of this agreement a SUBGRANTEE of Yolo County under CETA, within the jurisdiction of Yolo County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 679 and 680

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Code of Federal Regulations - 5 CFR Part 900

(f) CFR Assurances and Certifications

(g) Exhibit A - CETA Affirmative Action Plan

(h) Operating Budget

(i) Statement of work to be performed

(j)

(k)

(l)

(m)

(n)

(o)

2. Prog[illegible]

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin February 15, 1981, and shall end September 30, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $12,142.00, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

subgrant, inculding the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any upaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all otherpertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b), all costs incurred by PRIME SPONSOR based upon representations of SUBGRANTEE, including but not limited to situations where PRIME SPONSOR pays wages, allowances, or other benefits to particpants or other contractors based on SUBGRANTEE's reporting of hours worked, training attended, or services provided, and (c) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U.S. Department of Labor, including but not limited to to CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' particpation in a CETA program

shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the general government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual." Except in a case where a fixed unit cost for reimbursement is specified in this SUBGRANT as the method for reimbursement.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, supportive services,

classroom training costs, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT. The SUBGRANTEE also understands and agrees that the PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives has the right to make unannounced visits to the SUBGRANTEES facilities to observe, audit and/or monitor all conditions and activities involved in the performance of this agreement.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension or Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment of SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Waiver of Statute of Limitations

The County of Yolo is subject to fiscal and compliance audits required by the U.S. Department of Labor which include the performance of SUBGRANTEE under this subgrant, and the County of Yolo may incur liability to the U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant. Past experience indicates that controversies with the U.S. Department of Labor may not be resolved within the period of the statute of limitations on actions by County of Yolo against subgrantee arising out of subgrantee's performance or non-performance of and compliance with the terms of this subgrant. In consideration of the promises of the County of Yolo herein, SUBGRANTEE promises not to pleed the statute of limitations in any action brought against it by the County of Yolo arising out of this subgrant or its performance or non-performance or compliance with its terms or conditions, and subgrantee agrees that it shall and hereby does waive any defense that it may have against such suit by virtue of any statute of limitations; provided, however, that such suit shall be brought, if at all, on or before the expiration of two years after final determination of any controversy between the County of Yolo and the U.S. Department of Labor (including any litigation arising therefrom), and further provided that such suit shall be brought, if at all, on or before the expiration of four years after the statute of limitation otherwise prescribed by law.

8. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

9. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

12. Monthly Report

Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall

set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

13. Procedures for Corrective Action

(a) Whenever the PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the PRIME SPONSOR may order corrective action.

(b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE a written notice setting forth the nature of SUBGRANTEE's non-compliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the PRIME SPONSOR for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the PRIME SPONSOR shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this

SUBGRANT until such failure is rectified.

14. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.

(b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

15. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP. SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this secion shall apply.

(c) SUBGRANTEE shall make quarterly reports on the expenditure of this

income on forms which indicate balance of program income carried forward, program income of report quarter, expenditures of program income, and quarter end balance.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

16. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

17. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

18. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to

authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

19. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial

perface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the United States Federal Department of Labor. YOLO COUNTY and the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention ot PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under TITLES II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE understands that all personnel policies and practices shall be subject to validation in accordance with the Federal Uniform Guidelines on Employee Selection procedures dated August 25, 1978.

22. Assignments and Subletting

No performance of this agreement or any portion thereof may be assigned or subcontracted by SUBGRANTEE without the express written consent of the PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign or subcontract any performance of this agreement without the express written consent of the PRIME SPONSOR or his designee shall be null and void and shall constitute a breach of this agreement. Whenever

the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

23. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

24. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

25. Successors

This SUBGRANTEE shall bind and inure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

26. Clear Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

27. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insuror certifying to PRIME SPONSOR that all personnel of SUBGRNATEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immedicately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be

limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for Workers' Compensation.

33. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

34. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. Wherefore, the parties have executed this SUBGRANT No. 81-89.

35. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

(Signature of Authorized Officer)

Chairman
Yolo County Board of Supervisors

(Title of Authorized Officer)

(Legal Name of SUBGRANTEE)

Donellen Goddard

(Signature of Authorized Officer)
for Allen G. Marr

Dean--Office of Research

(Title of Authorized Officer)

_____ 19____
(Date)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 20-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

_____

Name of Subgrantee

Authorized Signature
for Allen G. Marr
Dean--Office of Research

_____

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:

   a. It will comply wity the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and Pl 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.

   c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.

   d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).

   e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.

   f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

   g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.

   i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a sub-contractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:

a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.

b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).

g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the appliable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary whall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

_____ _____ 19____

(Legal Name of SUBGRANTEE) (Date)

Jonellen Goddard

(Signature of Authorized Officer)

for Allen G. Marr Dean--Office of Research

(Title of Authorized Officer)

EXHIBIT A

CETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

AFFIRMATIVE ACTION PLAN

Approved By:

Board of Supervisors

of the County of Yolo

July 31, 1979

POLICY STATEMENT

ENGLISH & SPANISH

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.

B. Establish a monitoring system of all employment practices related to the employment of women and minorities.

C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.

D. Insure that all employees have equal opportunities and equal treatment.

E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.

F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

Date: _____

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date: _____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objectivo de ésta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitative y empleo a todas las personas basandose en sus méritos y aptitud; el prohibor la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliacion política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén respresentados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada pro el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las accions especificas requeridas por esta plan incluiran:

A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.

B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.

C. Establecer objetivos específicos, guías y registros para asi determinar el éxito o la falla en el cumplimiento de las leyes que prohiben la discriminacion.

D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.

E. Asegurar que se apliquen medidas disciplinaries en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.

F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientatdos a las minorias y mujeres y asi mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sico delegada al Administrador Ejecutive, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha: _____

Fecha: _____

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

ROLES AND RESPONSIBILITIES

General guidelines for implementation of the Affirmative Action Program of the County of Yolo Employment and Training Administration (herein referred to as Agency) have been established within the existing organizational structure. They outline the roles and responsibilities at various levels of the program.

A. The County Administrative Officer

The primary responsibility for the Affirmative Action Program rests with the County Administrative Officer, but an Affirmative Action Officer is appointed to administer the Affirmative Action Program. The Affirmative Action Officer will report to the County Administrative Officer. The Affirmative Action Officer for the County of Yolo Employment and Training Administration shall be the Affirmative Action Officer for Yolo County.

B. Affirmative Action Officer

The Affirmative Action Officer is required to:

1. Advise the County Administrative Officer on the preparation of plans, procedures, regulations, reports and other matters pertaining to the agency's EEO Program.

2. Evaluate quarterly the sufficiency of the agency's EEO Program and submit evaluations to the County Administrative Officer with recommendations for improvement or correction, including recommendations for remedial or disciplinary action of managerial or supervisory employees who have failed in their responsibilities under the EEO Program.

3. Propose changes in YCETA programs and procedures to eliminate discriminating practices and improve the EEO Program.

4. Provide a system for counseling an aggrieved employee or applicant for employment who believes that he/she has been discriminated against because of age, sex, race, national origin, religion, beliefs, mental or physical handicap or political affiliation and attempt to resolve informally the matter raised by the aggrieved person.

5. Have written documentation that sub-grantees and contractors are aware of YCETA's Affirmative Action Program and have specific staffing and service goals they must attain in furtherance of this overall program (see Attachment I).

ATTACHMENT 1

Instructions for Subgrantees &
Contractors in complying with
Affirmative Action Plan

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

TO: ALL YCETA SUB-AGENTS

FROM: YCETA AFFIRMATIVE ACTION OFFICER

SUBJECT: AFFIRMATIVE ACTION PROGRAM AS SPECIFIED IN SUBCONTRACT

In accordance with the above reference, all County of Yolo Employment and Training Administration Program Agents and Sub-Contractors are required to submit Affirmative Action Plans and Grievance Procedures which will be in accordance with DOL and CETA regulations. These plans must meet the specific staffing and service goals in furtherance of YCETA's Affirmative Action Plan. Enclosed you will find YCETA's Affirmative Action Plan. It is requested:

1. That you read YCETA's Affirmative Action Plan and sign the enclosed for testifying to the fact that you are willing to aid us in compliance.

2. That you submit an Affirmative Action Plan for your staff and program participants.

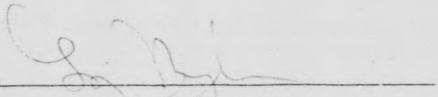
3. That you make an Affirmative Action Report on your staff and participants on a quarterly basis (form enclosed).

I. COMPLIANCE STATEMENT

I, _____, AM RESPONSIBLE FOR

_____ AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL COMPLIANCE OF THE PLAN.



SIGNATURE OF THE PERSON RESPONSIBLE
Dr. Leon Mayhew

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects CONTRACT NO.

[X] ORGINAL [ ] REVISION NO. DATE 3-23-81

Subgrantee Name and Address:
University of California, Davis
312 Mrak Hall
Davis, CA 95616

Contact Person: Bobbie Hasselbring
Phone 752-7300
Period: From 2-15-81 To 9-30-81
Program Name: Undergraduate Admissions

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.									
NOV.									
DEC.									
JAN.									
FEB.						798			798
MAR.						1,594			1,594
APR.						1,594			1,594
MAY						1,594			1,594
JUNE						1,594			1,594
JULY						1,656			1,656
AUG.						1,656			1,656
SEPT.						1,656			1,656
TOTAL						12,142			12,142

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.								
NOV.								
DEC.								
JAN.								
FEB.			706	92				798
MAR.			1,410	184				1,594
APR.			1,410	184				1,594
MAY			1,410	184				1,594
JUNE			1,410	184				1,594
JULY			1,472	184				1,656
AUG.			1,472	184				1,656
SEPT.			1,472	184				1,656
TOTAL			10,762	1,380				12,142

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

for ALLEN G. MARR Dean--Office of Research
Name and Title of Authorized Official

Joscelyn Goddard
Signature

For CETA Approval Only:

Sharon Thomas — Fiscal Officer — 3/30/81 Date

Margaret J. Holden — CETA Director — 3/31/81 Date

YC 106 (10-79)

INDIVIDUAL BUDGET

1. Name of Agency: U.C. DAVIS
2. Title VI Project Name: UNDERGRADUATE ADMISSIONS
3. Position Title: Assistant I
4. Date Submitted: 12-10-80

	5. Actual Costs	6. Federal Cost
7. Total Salary Per Month	$ 705.	$ 705.
a. Base Salary	$	$
b. Additional Holiday Pay	$	$
c. Additional Shify Differential Pay	$	$
8. Overtime Pay	$	$
9. Fringe Benefits	$	$
a. Social Security.....____%	$	$
b. Medical Insurance 5.23	$ 37.	$ 37.
c. Dental Plan	$	$
d. Uniform Allowance	$	$
e. Workers' Compensation		
Rate X Experience Rating X (Salary ÷ 100)		
____ X 1.05% X ____ = ...	$ 8.	$ 8.
f. Mileage		
____ miles @ ____ per mile.....	$	$
g. Other (specify)		
Life Ins. .10%	$ 1.	$ 1.
Non-Ind. Disability .29%	$ 2.	$ 2.
Accured Vacation =6.16%	$ 44.	$ 44.
10. Total Fringe Benefits Cost	$ 92.	$ 92.
11. Total Position Cost	$ 797.	$ 797.
12. Anticipated Salary Increases		
a. Cost of Living		
10 % Effective Date 7-1-81	$ 70.	$ 31.
____ % Effective Date ____	$	$
b. Step Increases		
____ % Effective Date ____	$	$
____ % Effective Date ____	$	$
13. Estimated Annual Cost (12 Month Period from October 1, 1980 - September 30, 1981) 2-15/81 - 2/14/82		
a. Wages	$ 8935.	$ 8692.
b. Fringe Benefits	$ 1164.	$ 1134.
c. Total (See addendum)	$ 10149.	$ 9826.
14. Number of Positions Being Requested 2		
15. Prepared By: B. Hasselbring		

ABSTRACT

The Undergraduate Admissions Office processes all applications for undergraduate admission, provides admissions counseling, notification of admissions eligibility, and provides informational liaison services to colleges, schools, faculty, staff, prospective applicants, parents, and the general public.

In January of 1981 the office will implement the on-line inquiry phase of the automated Admissions Information System (AIS). Experience has shown during the previous transitional period that due to the complexity of the automated system workload increases as adjustments and "debugging" phases are completed. Assistance is needed to free technical staff to meet system demands and to assist with activities during the transitional period. Two years ago two CETA were employed to assist with the implementation of the first stage of the automated information system; without their efforts and the cooperative efforts of the CETA program our transition would have been overwhelming. It is our hope to secure their valuable assistance again to provide support during the second phase of this project. The two major areas that need support assistance are Mail/Accounting and Master File. Project activities include: processing of mail, applications, and Statement of Intention to Register, cashiering, alphabetizing, xeroxing, distribution of mail, processed applications, and student folders, coding of mail, applications, transcripts, and other source documents, assembling of admission packets, and error corrections.

The Undergraduate Admissions Office hopes to improve response time to inquiries, processing of mail (transcripts, documents, test scores, and correspondence), and applications. With the implementation of the on-line inquiry system, turn around time will be saved, paper work decreased, immediate feedback to inquiries available, access to immediate error correction, and improved service to the public in a more timely response period.

II BACKGROUND

1.0 History

The University of California, Davis, one of nine campuses in the University of California system, is governed by the non-profit corporation called the Board of Regents.

As the largest single employer in Yolo County, UCD has, since 1967, conducted a variety of training programs on the Davis campus and at the University Medical Center. The purpose of these programs has been to provide employment and training opportunities for eligible Yolo County residents who have not been able to enter the University system because of a lack of skills and/or experience.

The success of the manpower program at UCD rests, we believe, upon several factors:

- the committment of the University to hire into unsubsidized employment those participants who successfully complete their training.
- a dedicated staff whose only assignment is to see that the manpower participant and the manpower program are successful.

The UC Davis Subsidized Training and Employment Program office will coordinate the activities necessary to integrate this program into the on going University manpower programs. These activities include being the liaison between the three hundred departments of the University/University Medical Center and the outside recruitment agencies and other community groups;

providing rvices necessary for recruitme selection, placement and orientation of the individual trainee; providing counseling on a need basis for job adjustment; monitoring the progress of the trainee and clearing any obstacles to transition to unsubsidized employment.

The STEP Coordinator, Ms. Bobbie Hasselbring, is responsible for the overall management and direction of the various manpower programs at UCD, UMC and twenty-six agriculture field stations.

The Assistant STEP Coordinator, Ms. Gini Hinken, is responsible for the day-to-day operations in a specific assigned area of work.

The Personnel Assistant, Ms. Yvette Diggs is responsible for the clerical function.

PROBLEM STATEMENT

In order to ensure appropriate development of the on-line inquiry project, CETA assistance is needed to enable a smoother transition to an on-line inquiry system, provide for appropriate dissemination of responsibilities, permit technical staff to work with problems and testing/debugging aspects during the implementation phase, and provide assistance in the coding of all documents necessary for data inpu

OE Project: UNDERGRADUATE ADMISSIONS	
Goals	OBJECTIVES
By September	
To provide needed clerical assistance at the beginning of the application process to allow for the timely entry of information into the automated data base..	To design and implement an effective mail process, application coding, and filing system in accordance with systems related demands and specification
By February	
To refine the clerical tasks associated with the automated information system to provide for a effective application processing procedures.	To assess and revise application process procedures to provide for the integration and coordination of system procedures.

ACTIVITIES AND TIMELINES

OBJECTIVE: To design and implement an effective mail process, application coding, and filing system in accordance with systems related demands and specifications.

TASKS	RESPONSIBILITY	DATE ACCOMP.	J	F	M	A	M	J	J	A	S	O	N	D
Mail			X	X	X	X	X	X	X	X	X	X	X	X
Opens and date stamps mail.	Terry Kubota & Pat Ramirez	Daily Activities												
Sorts and distributes mail.														
Re-routing transcripts/letters to other campus units.														
Learn office mail procedures.														
Processing applications			X	X	X	X	X	X	X	X	X	X	X	X
Opens, assembles, and date stamps application materials.														
Codes application according to procedures.														
Alphabetizes and prepares application for cashier.														
Processing Statement of Intention to Register			X	X	X	X	X	X	X	X	X	X	X	X
Opens, date stamps, and codes SIR's.														
Alphabetizes SIR's.														
Pulls applications, and sorts and distributes SIR's.														
Types form letters														
Cash Register			X	X	X	X	X	X	X	X	X	X	X	X
Validates applications, SIR's, and processes checks.														

*9/30/80

*Note: Although these activities could continue without CETA help, our efforts to respond to the needs of the applicants and public would be greatly enhanced by extending the date to February 14, 1982.

ACTIVITIES AND TIMELINES

OBJECTIVE: To design and implement an effective mail process, application coding, and filing system in accordance with systems related demands and specificatiions.

TASKS	RESPONSIBILITY	DATE ACCOMP.	J	F	M	A	M	J	J	A	S	O	N	D
Filing Alphabetize transcripts. Checks transcripts in Master File. Checks transcripts in roster. Checks transcripts on microfiche. Makes xerox copies for office personnel. Pull folders from basement for credit revisions Alphabetize folders (cancels, defers) Returning folders to Master File.	Terry Kubota & Pat Ramirez	Daily Activities	X	X	X	X	X	X	X	X	X	X	X	X
Maintaining Supplies Clean outguides. Cut bucksheets for folders Paste bucksheet in folders			X	X	X	X	X	X	X	X	X	X	X	X
Performs other duties when required.			X	X	X	X	X	X	X	X	X	X	X	

*9/30/80

*Note: Although these activities could continue without CETA help, our efforts to respond to the needs of the applicants and public would be great enhanced by extending the date to Febrruary 14,1982.

ACTIVITIES AND TIMELINES

OBJECTIVE:

To assess and revise application process procedures to provide for the integration and coordination of system procedures.

TASKS	RESPONSIBILITY	DATE ACCOMP.	J	F	M	A	M	J	J	A	S	O	N	D
Mail Opends and date stamps mail. Sorts and distributes mail. Re-routing transcripts/letters to other campus units. Learn office mail procedures.	Terry Kubota & Pat Ramirez	Daily Activities	X	X	X	X	X	X	X	X	X	X	X	X
Processing applications Opens, assembles, and date stamps application materials. Codes application according to procedures. Alphabetizes and prepares application for cashier.			X	X	X	X	X	X	X	X	X	X	X	X
Processing Statement of Intention to Register Opens, date stamps, and codes SIR's. Alphabetizes SIR's. Pulls applications, and sorts and distributes SIR's. Types form letters			X	X	X	X	X	X	X	X	X	X	X	X
Cash Register Validates applications, SIR's, and processes checks.			X	X	X	X	X	X	X	X	X	X	X	X

2/14/82

ACTIVITIES AND TIMELINES

To assess and revise application process procedures to provide for the integration and coordination of system procedures

TASKS	RESPONSIBILITY	DATE ACCOMP.	J	F	M	A	M	J	J	A	S	O	N	D
Filing Alphabetize transcripts. Checks transcripts in Master File. Checks transcripts in roster. Checks transcripts on microfiche. Makes xerox copies for office personnel. Pull folders from basement for credit revisions Alphabetize folders (cancels, defers) Returning folders to Master File.	Terry Kubota & Pat Ramirez	Daily Activities	X	X	X	X	X	X	X	X	X	X	X	X
Maintaining Supplies Clean outguides. Cut bucksheets for folders Paste bucksheet in folders			X	X	X	X	X	X	X	X	X	X	X	X
Performs other duties when required.		2/14/82	X	X	X	X	X	X	X	X	X	X	X	
		2/14/82												

VI COORDINATION

UCD/UMC carries on an extensive outearch program throughout Yolo County in coordiantion with the Yolo County Prime Sponsor. The outreach program maintains contact with various community organizations in the county explaining the UCD/UMC employment system and the oppertunities for employment at UCD/UMC.

In addition, the STEP office maintains direct contact with the Employment Development Department, State Department of Rehabilitation, the State Personnel Board and a variety of community and manpower agencies.

POSITION SPECIFICATION

JOB TITLE : Assistant I

AGENCY : U.C. Davis
Department of Undergraduate Admissions

QUALIFICATIONS: Ability to accurately alphabetize and file; to attend to detail in coding and assembling, to follow procedures/instructions; to work under heavy workload and to adapt to a variety of tasks.

EXPERIENCE : None

EDUCATION : N/A

DUTIES : The incumbent will work closely with the supervisor in maintaining the Master File unit, filing, alphabetizing, coding, mail sorting, distribution, and supply maintainance. Other duties include: collating, assembling and stapling admission packets, processing mail (opening, stamp dating, coding, dissemination), light typing (desirable), coding of applications, copying, compiling of data, and other duties as assigned by the supervisor.

SALARY : $705/month

FILED

MAY - 4 1981

PETER McNAMEE, Clerk

By Paula N. Cooper, Deputy

AGREEMENT NO. 81-90

SUBDIVISION IMPROVEMENT AGREEMENT

Subdivision No. 2953, Unit II

(RAM-KIPP)

(PORT BUSINESS CENTRE PHASE II)

THIS AGREEMENT is made and entered into on this 28 day of April, 1981, by and between RAM-KIPP, a partnership, hereinafter referred to as the "Subdivider," and the County of Yolo, hereinafter referred to as "County."

WHEREAS, the Subdivider proposes to subdivide and develop that area known and referred to as Subdivision No. 2953, Unit II and promises to present plans and specifications for the development thereof,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. That the Subdivider will develop and construct in and adjacent to said Subdivision No. 2953, Unit II, public improvements including but not limited to street improvement consisting of concrete curbs, gutters, walks, asphalt paving and base; water supply and distribution systems; waste water collection system; and storm drainage facilities necessary to adequately drain said subdivision in accordance with the standards imposed by law; all in accordance with said plans and specifications prepared in conformance with Yolo County improvement Standards and Specifications and approved by the Department of Public Works and complete the same within twenty-four (24) months

after the date herein in good and workmanlike manner, and upon completion relinquish said improvements to the agency of jurisdiction as agreed upon herein.

2. That the Subdivider shall obtain and file with the County a good and sufficient "Improvement Security" in favor of the County of Yolo and in a form approved by the County pursuant to Chapter 5, Division 2, Title 7, of the California Government Code. The amount of such "Improvement Security" shall be as follows:

Not less than one hundred percent (100%) of the estimated costs of the public improvements to be constructed pursuant to Article 1 of this Agreement to guarantee faithful performance. Said security shall be a letter of credit.

3. That Subdivider agrees pursuant to Section 66493 of the Government Code of the State of California to pay off any existing assessments in full or to deposit a bond payable to the County of Yolo, as Trustee for the assessment bond holders, guaranteeing the payment of existing special assessments.

4. That the Subdivider reserves the right to modify said plans and specifications as the development progresses, with written approval of the Director of Public Works of the County, should unforeseen conditions occur which may require such modifications.

5. That the Subdivider shall pay to the County the actual cost of checking plans and inspecting construction of improvements in accordance with the Yolo County Code Section 8-1.1107

prior to final acceptance of improvements and has deposited $4,600.90 for said purpose.

6. That Subdivider shall indemnify and hold harmless the County from any and all loss, damage, or liability resulting from Subdivider's performance or non-performance of his duties under this Agreement, or from negligence of himself or his agents, servants and employees, and all action orcauses of action filed by any person or persons claiming damage caused by the development of said Subdivision No. 2953, Unit II.

7. That Subdivider will furnish County evidence acceptable to the County of insurance, insuring County against claims for personal liability and property damage arising in the course of construction of improvements required herein the sum of Five Hundred Thousand and 00/100 Dollars ($500,000) in respect to personal injuries and/or death of any one person; One Million and 00/100 Dollars ($1,000,000) in respect to personal injuries or death for any one occurrence; and Five Hundred Thousand and 00/100 Dollars ($500,000) in respect to property damage in any one occurrence.

8. That Subdivider shall notify the Director of Public Works of the commencement of the work of improvements.

9. That the completion of the development of said Subdivision No. 2953, Unit II shall be the date as of which the Board of Supervisors shall, by resolution duly passed and adopted, accept said improvements according to said plans and specifications, as modified, if such modification is required under the terms hereof, and the Subdivider is notified thereof in writing. Neither passage of said resolution hereinabove referred to, nor periodic or progress inspection or approval

shall bind the County to accept said improvements or waive any defect in the same or any breach of this agreement. Acceptance of any part or the state of said improvement shall not be final until the written notice of final acceptance of all the improvement shall have been delivered to the Subdivider as required herein.

10. That the Subdivider agrees to remedy any defects in the improvements arising from faulty or defective construction of said improvements occurring within twelve (12) months after acceptance thereof.

11. If the construction of the work or improvement should be delayed without fault of Subdivider, the time for the completion thereof may be extended by the County for such period of time as the County may deem reasonable.

12. That should the Subdivider fail to construct said improvements, repairs, or corrective work within the time or times specified in this agreement or amendments thereto, the County may, at its option, complete the same and recover the cost thereof from the Subdivider.

13. It is mutually understood and agreed that when the work of improvement is accepted as defined herein, fifteen percent (15%) of five hundred dollars ($500.00), whichever is greater, of the "Improvement Security" shall be retained by the County to guarantee the faithful performance of the provisions of paragraph 10 of this agreement.

14. Any extension of time hereunder shall not operate to release the surety on the "Improvement Security" filed pursuant to this agreement. In this connection, the security waives the provisions of Section 2819 of the Civil Code of the State of California.

15. The acceptance by the County of bonds required herein is conditioned upon surety's fulfillment of the prerequisites set forth in Rule 242(a), formerly Rule 29(a) of the Rules for the Superior Court, State of California.

16. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first above named herein.

COUNTY OF YOLO

By _____
Vice-Chairman, Board of Supervisors

RAM-KIPP, a Partnership

By _____
Frank C. Ramos

ATTEST:

PETER McNAMEE, County Clerk

By _____
Deputy

Recommended for approval to the Board of Supervisors of the County of Yolo:

_____
Director of Public Works

APPROVED AS TO FORM:

_____
County Counsel

Date: 4/21/81

MODIFICATION

Amendment #1

AGREEMENT NO. 81-

REQUEST FOR MODIFICATION TO CONTRACT # 79-367 91 REQUEST DATE 3/03/81

CETA, TITLE: II-D CORRESPONDS TO ANNUAL PLAN MOD #

PROGRAM NAME: State CETA Office/EDD MOD # 001

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☒ Increased by $ 926.02 ☐ Decreased by $

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To increase the existing contract for the cost of wages and fringe benefits incurred prior to the closeout period but which had not yet been adjusted for in the contract. The increased wages and fringe were a result of the raise State CETA received July 1, 1980 but which was not budgeted for in this contract.

MODIFICATION

The attached operating budget supersedes those in any previously existing contracts.

FILED

MAY 11 1981

PETER McNAMEE, Clerk

By Emma M. Galvan, Deputy

$25,622.02
New grant total and fixed price

LUPE DE LA CRUZ, Director
State CETA Office
Signature of program operator

APR 23 1981
Date

Recommendation and/or comments by staff: ☒ Approve ☐ Disapprove

Recommendation of the MAPC: ☐ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY MANPOWER ADMINISTRATION:

☐ Request for modification denied.

☐ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Robert A. Schmidt

Signature of authorized officer

MAY 5 - 1981
Date

10/1/80
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: II-D

CONTRACT NO. 79-367

[ ] ORGINAL [X] REVISION NO. 001

DATE March 3, 1981

Subgrantee Name and Address:
State CETA Office/EDD
800 Capitol Mall, MIC 77
Sacramento, CA 95814/Woodland, CA 95695

Contact Person: Kathy Sage/Roger Baldwin
Phone 322-8982/662-8681
Period: From 10/01/79 To 09/30/80
Program Name:

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.									
NOV.									
DEC.									
JAN.									
FEB.									
MAR.									
APR.									
MAY									
JUNE									
JULY									
AUG.									
SEPT.	10/1/79 to 9/30/80					25,622.02			25,622.02
TOTAL						25,622.02			25,622.02

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.								
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.	10/1/79 to 9/30/80		22,186.31	3,435.71				25,622.02
TOTAL			22,186.31	3,435.71				25,622.02

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

LUPE DE LA CRUZ, Director
State CETA Office
Name and Title of Authorized Official

Signature

YC 105 (10-79)

For CETA Approval Only:

Fiscal Officer — Date 3-6-81

Margaret J. Sheldon
CETA Director — Date 3/6/81

EDD Reg. #9005161
#Amendment #3

MODIFICATION
AGREEMENT NO. 81 - 9

REQUEST FOR MODIFICATION TO CONTRACT # 79-89 92 REQUEST DATE 3/03/81

CETA TITLE: VI Projects CORRESPONDS TO ANNUAL PLAN MOD #

PROGRAM NAME: State of California, CETA Office MOD # 002
Community Mental Health Contract Project

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☒ Increased by $ 76.93 ☐ Decreased by $

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To increase contract for amount charged on closeout from State CETA for wages and fringe benefits incurred during the contract period.

MODIFICATION

The attached operating budget supersedes those in any previously existing contracts.

FILED
MAY 11 1981
PETER McNAMEE, Clerk
Anna M. Cabral Deputy

$17,095.93
New grant total and fixed price

LUPE DE LA CRUZ, Director
State CETA Office
Signature of program operator

4-20-81
Date

Recommendation and/or comments by staff: ☒ Approve ☐ Disapprove

Recommendation of the MAPC: ☐ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY MANPOWER ADMINISTRATION:

☐ Request for modification denied.

☐ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of authorized officer.

MAY 5 - 1981
Date

10/1/80
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. 79-89

[ ] ORGINAL [X] REVISION NO. 002

DATE March 3, 1981

Subgrantee Name and Address:
State of California, CETA Office
800 Capitol Mall, MIC 77
Sacramento, CA 95814

Contact Person: Kathy Sage
Phone 327-8982
Period: From 03/15/79 To 3/30/80
Program Name: Community Mental Health Contract Project

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.									
NOV.									
DEC.									
JAN.									
FEB.									
MAR.	3/15/79 to 3/30/80.					17,095.93			17,095.93
APR.									
MAY									
JUNE									
JULY									
AUG.									
SEPT.									
TOTAL						17,095.93			17,095.93

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.	3/15/79 to 3/30/80		15,464.12	1,631.81				
APR.								17,095.93
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			15,464.12	1,631.81				17,095.93

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

LUPE DE LA CRUZ, Director
State CETA Office
Name and Title of Authorized Official

Signature

For CETA Approval Only:

Fiscal Officer — Date 3-6-81

CETA Director — Date 3/6/81

YC 105 (10-79)

BK

FILED
JUN 17 1981
PETER McNAMEE, Clerk
By Gemma M Galvan, Deputy

APPROVED AS TO FORM
CHARLES R. KEMP
COUNTY COUNSEL
By Mary D. Roth
DEPUTY COUNTY COUNSEL

AGREEMENT NO. 81-93

THIS AGREEMENT, dated this 6th day of May, 1981 in the STATE OF CALIFORNIA, by and between the COUNTY OF YOLO, a political subdivision (hereinafter referred to as COUNTY or PRIME SPONSOR) and Hal Halsted (hereinafter referred to as CONTRACTOR).

W I T N E S S E T H:

RECITALS:

1. COUNTY OF YOLO is a Prime Sponsor within the meaning of the Comprehensive and Training Act (PL 95-524), hereinafter referred to as CETA, and as such by Code of Federal Regulations is charged with the operation of a Private Sector Initiative's Program which provides as follows:

a) Coordinating programs of jobs and training and education enabling individuals to work for a private employer while attending an education or training program,

b) Developing a small business intern program to provide practical training enabling youths and other individuals to work in small business firms to acquire first-hand knowledge and management experience about small business;

c) Developing relationships between employment and training programs, educational institutions, and the private sector.

d) Developing useful methods for collecting information about Federal Government procurement contracts with private employers, new and planned publicly supported projects such as public works, economic development and community development programs, transportation revitalization, alternative energy technology development, demonstration, and utilization projects, energy conservation projects,

and rehabilitation of low-income housing as a part of a community revitalization or stabilization effort, which provide work through private sector contractors;

e) Developing and marketing model contracts designed to reduce the administrative burden on the employer and model contracts to meet the needs of specific occupations and industries;

f) Coordinating programs under this Part with other job development, placement, and employment and training activities carried out by public and private agencies;

g) Providing On-the Job Training subsidies on a declining ratio to wages over the period of training;

h) Providing follow-up services with employees placed in private employment and employers who hire recipients of services under the Act;

i) Encouraging employers to develop job skill requirement forecasts and to coordinate such forecasts and to coordinate such forecasts with prime sponsors;

k) Developing apprenticeship or comparable high-skill training programs for workers regardless of age in occupations do not presently exist in the area;

l) Increasing opportunities for upgrading from entry level jobs by providing counseling and other services to employees and employers beyond normal training periods;

m) Providing technical assistance to private employers to reduce the administrative burden of employment and training programs;

n) Disseminating information to private employers so that they may more fully utilize programs under the Act.

2. PRIME SPONSOR desires to contract with an experienced, expert, competent person to undertake such activities.

3. CONTRACTOR represents that he is such a person and desires to enter into a contract for, and to provide such services, to PRIME SPONSOR.

AGREEMENTS:

1. AGREEMENT

This AGREEMENT sets forth the terms and conditions of an Agreement between PRIME SPONSOR and CONTRACTOR. This Agreement consists of the following:

a) This Agreement

b) Statement of Work to be Performed

c) Method of Payment

2. WORK

CONTRACTOR, for and in consideration of the covenants, conditions, agreements, and stipulations set forth in this Agreement does hereby agree to furnish PRIME SPONSOR the certain services and materials including but not limited to the work in accordance with the schedule, and the meeting attendances set forth in the Statement of Work to be Performed.

3. LICENSES

CONTRACTOR shall secure and maintain throughout the term of this Agreement all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for CONTRACTOR to practice the profession or to perform the expert professional services required in this Agreement.

4. STANDARDS

CONTRACTOR shall perform all service required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All work products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a substantial first-class and workmanlike manner and conform to the standards of quality normally observed by a person practicing in the CONTRACTOR'S profession.

5. ASSIGNMENT OR SUBLETTING

No performance of this Agreement or any portion thereof may be assigned or subcontracted by CONTRACTOR without the express written consent of COUNTY and any attempt by the CONTRACTOR to assign or subcontract any performance of this Agreement without the express written consent of COUNTY shall be null and void and shall constitute a breach of this Agreement. Whenever the CONTRACTOR is authorized to subcontract or assign, he will include all the terms of this Agreement in any such subcontract or assignment.

6. HOLD HARMLESS CLAUSE

CONTRACTOR shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of CONTRACTOR or anyone directly or indirectly employed by CONTRACTOR, regardless of whether or not it is caused in part by a party indemnified hereunder.

7. TERMINATION

Either Party to this Agreement shall have the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days written notice to the other party. The COUNTY shall also have the right to terminate this Agreement immediately for failure of CONTRACTOR to comply

with the terms and conditions of this Agreement. In the case of early termination, COUNTY may proceed with the work in any manner deemed proper by the COUNTY. The cost to the COUNTY shall be deducted from any sum due to the CONTRACTOR upon demand.

8. RECORDS

CONTRACTOR shall maintain a complete and accurate program and accounting records showing the services performed in connection with the performance of this Agreement, including working papers in any way associated with the performance of this Agreement and shall make such records available for inspection by authorized representatives of COUNTY at any reasonable time during the performance of this Agreement, and for a period of three (3) years from and after the date of final payment.

9. INDEPENDENT CONTRACTOR

It is specifically agreed that in the making and execution of this Agreement, CONTRACTOR and any agents and employees of CONTRACTOR are independent contractors and are not and shall not be construed to be agents or employees of COUNTY and that CONTRACTOR shall have no authority, expressed or implied, to act on behalf of COUNTY or to bind COUNTY to any obligation whatsoever.

10. TIME

Time is of the essence of this Agreement.

11. NO ALTERATION

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreement not incorporated herein, shall be binding on any of the parties hereto.

12. LAWS

The CONTRACTOR shall comply fully with all applicable Federal, State and local laws, ordinances, regulations, and permits. The CONTRACTOR shall

secure any new permits required by authorities having jurisdiction over the project, and shall maintain any presently required permits.

13. COMPENSATION

The COUNTY, for and in consideration of the covenants, conditions, agreements, and stipulations of the CONTRACTOR the sum of Two Thousand Nine Hundred Twelve Dollars($4,500.00).Payment to be made in the manner setforth under the Method of Payment Section of this Agreement.

14. SUCCESSORS

This Agreement shall inure to the benefit and bind the successors of each of the parties.

15. TERM

The term of this Agreement shall begin May 6, 1981 and shall end September 30, 1981.

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS
Anna M. Cabral
Deputy

COUNTY OF YOLO, a political subdivision of the State of California

By: Robert V. Blackwell

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

Hal Halsted
CONTRACTOR

By: Hal Halsted

ATTEST

PETER McNAMEE, COUNTY CLERK

By Anna M. Cabral
Deputy

(SEAL)

BK

FILED
MAY 19 1981
PETER McNAMEE, Clerk
By Paula M. Cooper

AGREEMENT NO. 81-94

(For Certain Coordinating and Counseling Services)

THIS AGREEMENT made and entered into this 12th day of May , 1981 by and between the County of Yolo, a political subdivision of the State of California hereinafter referred to as COUNTY, and PATRICIA HALLIDAY, hereinafter referred to as PROVIDER.

WITNESSETH:

RECITALS:

1. COUNTY has established in this county a Department of Alcohol and Drug Programs and has charged the Director of Alcohol and Drug Program through the Yolo County Health Services Agency (hereinafter "AGENCY") to direct and administer the program as a portion of the Yolo County Health Agency services.
2. Under the auspices of Title 9, Chapter 4, Subchapter 3 of the California Administrative Code, the COUNTY has established as part of the Department of Alcohol and Drug Programs the Second Offender Drinking Driver Programs hereafter referred to as the Drinking Driver Program (DDP) which receives referrals from Yolo County Municipal Courts.
3. COUNTY'S responsibilities with respect ot the program and funds allocated to it are carried out in accordance with the guidelines of the State Department of Alcohol and Drug Programs.
4. PROVIDER has the experience and expertise necessary to coordinate the Drinking Driver program and to provide direct counseling and group services to participants in the program.
5. COUNTY desires to obtain and PROVIDER desires to provide coordination and related counseling services in connection with the Drinking Driver

program.

6. PROVIDER acknowledges that COUNTY executes this Agreement in reliance upon PROVIDER'S hereinabove recited representation and that COUNTY would not execute this Agreement if PROVIDER could not so represent.

7. PROVIDER and COUNTY, therefore, wish to enter into a contract for the herein described services.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S promises contained in hereinafter recited agreements, agree:

1. PROVIDER'S SERVICE OBLIGATIONS.

a. In accordance with the General Program Description (Exhibit "A") and Working Protocols, attached hereto as Exhibit "B" and incorporated herein by reference thereto, provide to clients of the AGENCY upon the referral of AGENCY, the following listed services:

(1) Coordinate the program

(2) Provide direct counseling services

b. CASE CONSULTATION AND INFORMATION EXCHANGE: at times and places of mutual convenience upon reasonable notice. Reasonableness for this purpose shall be construed in light of the urgency of each circumstance as it arises.

c. PROVIDER will demonstrate to the satisfaction of COUNTY'S herein designated representatives that she is coordinating the Drinking Driver Program as outlined in Exhibits A & B.

Said demonstration shall be made to AGENCY through AGENCY'S utilization review and, where appropriate, peer review contract.

2. AGENCY'S Service Obligations:

a. UTILIZATION REVIEW: Evaluate PROVIDER'S operation in accordance with the requirements and criteria promulgated from time to time by

the State Department of Alcohol and Drug Programs.

b. CLINIC SERVICES:

(1) Provide CRISIS INTERVENTION and PSYCHIATRIC CONSULTATION and backup CLINICAL SERVICES in accordance with the Working Protocols attached hereto as Exhibit "B" and incorporated herein by reference thereto.

(2) Provide educational materials as well as various forms for the Drinking Driver Program.

(3) Provide prompt access to records and personnel necessary in the joint judgement of parties; designated representatives to the counseling of referred clients and the coordination of the program.

(4) COUNTY'S designated representatives will give prompt attention to review, authorization, and reporting requirements upon notice from CONSULTATNT which provides adequate and reasonable time for review.

c. DESIGNATE a representative or representatives for administrative and program affairs.

3. COUNTY'S DESIGNATED REPRESENTATIVES:

a. Responsibility for this Agreement lies with AGENCY'S Director of Alcohol and Drug Programs.

b. Director of Alcohol and Drug programs may designate operational representatives from time to time in writing to PROVIDER to perform specific tasks or liaison functions.

4. ASSIGNMENT/SUB-CONTRACTING:

a. PROVIDER may not assign or sub-contract its responsibilities hereinunder, it hereby being expressly acknowledged by parties that PROVIDER'S expertise is unique.

5. RELATIONSHIP OF PARTIES: It is specifically understood and agreed

That PROVIDER is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. PROVIDER shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limted to, applicable withholding taxes and Social Security. PROVIDER agrees to indemnify and hold COUNTY harmless from any applicable liability which it may incur to the Federal or State Governments as a result of this contract.

6. WORKING PROTOCOLS: Attached hereto as Exhibit "B" and incorporated herein and referenced thereto are Working Protocols describing and governing the working relationships of parties. Said Working Protocols bind parties as if fully set out herein. Said Working Protocols may be amended by the mutual agreement of PROVIDER and the Director of Agency's Alcohol and Drug Programs. Such Working Protocols, including any subsequent amendments, shall include as a minimum a plan for case management; the respective roles of AGENCY and PROVIDER in Treatment Planning, Case Consultation, and Clinical referral; procedures for the acceptance of clinical referrals from PROVIDER to AGENCY and from AGENCY to PROVIDER and for return of information generated by those referrals; AGENCY'S operational representatives and their function; any role AGENCY is to play in review of PROVIDER's professional activities; provisions that PROVIDER will accept for services patients or clients without adverse discrimination based upon race, color, religion, sex, marital status, affiliation preference, handicap, national origin, or ancestry; provision describing PROVIDER'S procedures for identifying clinical needs and referring on going clients to providers other than AGENCY; provisions stating that PROVIDER will specify in writing to referees other than AGENCY //

that said referrals shall not be compensated by PROVIDER or COUNTY except on the written authorization of AGENCY, and that COUNTY shall not be responsible for non-AGENCY approved clients or patients of PROVIDER; provisions listing and describing the specific services which are the subject of this Agreement; the operational plan for rendering these services; provisions listing required licenses, target dates for obtaining, and dates obtained provisionally and finally; and a schedule for implementing the services which are the subject of the Agreement.

7. COMPLIANCE WITH CODE:

a. PROVIDER agrees to comply with all applicable provisions of Title 9 and 22 of the California Administrative Code, and Title 45 Code of Federal REgulations; Section 205.50 regarding confidentiality of patient information.

8. PAYMENT:

a. Upon execution of this Agreement and within a reasonalbe time from PROVIDER'S submission of an invoice in format prescribed by Agency, detailing work performed in the preceeding month and claiming the amount due for the month, and upon the acceptance by the Director of Alcohol and Drug Abuse Programs for the invoice as complete and reflective of the satisfactory progress of PROVIDER, COUNTY will pay PROVIDER SIX HUNDRED SIXTY SIX DOLLARS AND SIXTY-SEVEN CENTS. ($666.67) semimonthly for services rendered.

b. The maximum total payment to PROVIDER under the terms of this Agreement will not exceed TWO THOUSAND SIX HUNDRED AND SIXTY-Eight DOLLARS ($2,668,00).

c. Where a herein recited report document and/or claim is due from

PROVIDER within a month, payment for that month is expressly conditioned on the acceptance by COUNTY'S herein designated representative of the PROVIDER'S progress to be as agreed and the report, document, and/or claim as complete and accurately reflective of that progress.

d. COUNTY agrees to reimburse the PROVIDER in the sum of TWENTY-TWO CENTS ($.22) per mile for travel pursuant to this agreement and to reimburse PROVIDER for lodging and meals, registration for conferences, fees/ parking, fares and bridge tolls for special conferences approved in advance in writing by the COUNTY'S designated representative.

e. It is hereby acknowledged by PROVIDER that all patient records and equipment provided by AGENCY are owned by AGENCY.

f. COUNTY'S excuse of any given condition precedent or subsequent in any given circumstance does not constitute a waiver of either that condition precedent or subsequent or any other condition precedent or subsequent as to future circumstances. Where there is a doubt as to the proper characterization of a provision as a promise or a condition it shall be construed to be both a promise and a condition.

g. In the event of PROVIDER'S bankruptcy or insolvency it is agreed that COUNTY, in pressing claims pursuant to this Agreement, will be recognized as the creditor of first priority.

9. AMENDMENTS: Except as provided herein, the body of this Agreement together with any exhibits attached hereto, fully expresses all understanding of the parties concerning all matters covered and shall constitute the total agreement. Except as provided herein, no

additions to, or alterations of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by parties or their successors in office or interest.

10. NOTICE: Any notice to be given parties to this Agreement may be given personally or by depositing same post-marked and registered in the United States Mail, postage prepaid, and addressed to PROVIDER or COUNTY's herein designated representatives, as applicable, at the last known address of either.

11. TERM:

a. This Agreement shall commence May 1, 1981 and terminate June 30, 1981, unless sooner cancelled by either party upon thirty (30) days written notice to the other of such intent.

b. Should either party give notice of cancellation both parties will exert their best efforts in good faith to find alternatives for referred persons still requiring services of the type PROVIDER renders.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, A political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS

_____
Deputy

ATTEST:

PETER McNAMEE, CLERK

BY _____
DEPUTY

BY _____

ALCOHOL AND DRUG ABUSE PROGRAM

BY _____
DIRECTOR

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By _____
DEPUTY COUNTY COUNSEL

BK

MAY 19 1981

PETER McNAMEE, Clerk

By Paula M. Cooper, D.

AGREEMENT NO. 81-95

(Agreement Amending Agreement No. 80-217 to increase maximum reimbursement)

THIS AGREEMENT, made and entered into this 12th day of May, 1981, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and East Yolo Information Center for Alcoholism, a non profit corporation, hereinafter referred to as PROVIDER.

W I T N E S S E T H :

RECITALS:

1. COUNTY and PROVIDER are contractually bound by Agreement No 80-217, which by its terms calls for a maximum payment not to exceed Nine thousand five hundred thirty nine dollars. ($9,539).
2. PROVIDER needs additional funds in order to cover increased cost, particularly rent, in order to sustain program through current year.
3. COUNTY and PROVIDER wish to amend Agreement No 80-217 to add One thousand dollars. ($1,000) reimbursable under the Agreement.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in hereinafter recited agreements and PROVIDER, in consideration of COUNTY'S promises contained in hereafter recited agreements, agree:

1. Paragraph 11a, page 4 and 5, line 5-28, page 4 and 1-4, page 5, of Agreement No: 80-217 is amended to read:
   a. The maximum payments from COUNTY to PROVIDER during the term of this agreement shall be a sum not to exceed ten thousand five hundred and thirty nine dollars ($10,539) as shown on line 80 of attached program budget. (Exhibit C), or payment in accordance with the provisions of 11 b-d below for services rendered from the beginning of the term of this agreement through the termination date

specified in the notice of termination described in Agreement 14, below. Exhibit C shall be the basis for and limitation of any and all reimbursement from COUNTY to PROVIDER for services provided. This budget includes additional revenues that it is anticipated PROVIDER will receive from other sources.

2. All other provisions of Agreement No 80-217 remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove setforth.

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS
Paula M. Cooper
Deputy

COUNTY OF YOLO, a political subdivision of the State of California

By _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETER McNAMEE, COUNTY CLERK

By Paula M. Cooper
(Deputy)

EAST YOLO ALCOHOLISM INFORMATION CENTER
A non-profit corporation

By _____
SECRETARY-TREASURER,
BOARD OF DIRECTORS

DEPARTMENT OF ALCOHOL AND DRUG PROGRAM

By _____
(Director)

APPROVED AS TO FORM
CLIFFORD R. MACK
COUNTY COUNSEL

By _____
DEPUTY COUNSEL

EAST YOLO INFORMATION

CENTER FOR ALCOHOLISM

CLAIM

PERIOD - 1980/1981.

CATEGORIES	BUDGET	PRIOR EXPENDITURES	CURRENT EXPENDITURES	TOTAL TO DATE
SALARIES				
Director	$6,250.00			
Janitor	191.00			
Sub-total	6,441.00			
BENEFITS				
Taxes	519.00			
Sub-total	519.00			
OTHER GOODS				
Education. Mat.	74.00			
Office Supplies	410.00			
Sub-total	484.00			
SERVICES & LEASES				
Insurance	600.00			
Rent	2,070.00			
Advertising	96.00			
Tele. Ans. Serv.	275.00			
Sub-total	3,041.00			
MAINT. & UTILITIES				
Gas & Electric	335.00			
Telephone	563.00			
Office Maint.	23.00			
Sub-total	921.00			
TRANSPORTATION & TRAVEL				
Gasoline, client trans. to detox - Woodland & meetings	362.00			
	206.00			
Sub-total	568.00			
TOTAL	$11,974.00			

Funding:

Rev. from Yolo County AODA	$ 9,539.00
Misc. Funds from donations	$2,435.00

FILED

MAY 14 1981

PETER McNAMEE, Clerk

By _____ Deputy

AGREEMENT NO. 81-96

THIS AGREEMENT, made and entered into this 5th day of May, 1981, by and between the County of Yolo, a political subdivision of the State of California, and Steven Woodrum, P.A.

W I T N E S S E T H:

RECITALS:

1. COUNTY is obligated to furnish necessary medical care and treatment to persons in the custody of the Sheriff, and for inmates of the County Jail, together hereinafter referred to as INMATES.
2. COUNTY is further obligated to furnish necessary medical care and treatment to persons in the custody of Juvenile Hall, hereinafter referred to as CHARGES.
3. COUNTY operates through its Health Services Agency, Department of Public Health, a program to comply with the above recited obligation, hereinafter referred to as PROGRAM.
4. PROGRAM in part requires the providing of various medical assessment treatment services performable by a Physician's Assistant to INMATES and CHARGES. COUNTY does not possess the requisite available expertise to commit to the PROGRAM.
5. THEREFORE, COUNTY desires to enter into an agreement for the rendering of the above recited medical assessment treatment services through an independent contractor,
6. PROVIDER represents he is a State of California Certified Physician's Assistant possessing the requisite expertise to perform recited services, and has no suspensions or restrictions placed on said certificate or his providing of Physician's Assistant services by the

State of California, Physician's Assistant Examining Committee.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S promises contained in hereinafter recited agreements, agree:

1. PROVIDER'S SERVICE OBLIGATIONS:

a. Take detailed health histories;

b. Does physical appraisals using the basic skills of observation, palpation, percussion, and auscultation;

c. Orders X-rays and laboratory tests;

d. Takes smears and cultures;

e. Draws blood for test purposes;

f. Evaluates test results;

g. Makes assessments and clinical judgments;

h. Gives immunizations;

i. Treats common and relatively stable illnesses, under written procedures;

j. Prescriptions:

1. Recommends prescriptions to be approved by a licensed prescriber;

2. Arranges to have all prescriptions possible filled at Yolo General Hospital Pharmacy;

3. Arranges to pick up prescriptions as needed at Yolo General Hospital.

k. Conducts physical and psychological growth and development testing;

l. Gives health instructions to patients and families;

m. Counsels patients and families regarding total health needs;

n. Refers patients to physician when PROVIDER deems appropriate or when so required by protocols established with PROVIDER'S supervising physician(s);

o. Maintains patient health records;

p. Keeps all jail medical program records in order and filed as needed.

q. Examines patients in other health department clinics when scheduling permits;

r. Performs other related tasks as mutually agreed upon by PROVIDER and COUNTY'S representatives;

s. Provides scheduling and clinical supervision of assigned Licensed Vocational Nurses;

t. Provides, during period of planned absence, suitable replacement approved by PROGRAM'S Physician and PROGRAM'S Administrator;

u. Holds daily sick call; and

v. Performs recited services in accordance with herein described standardized procedures and diagnosis and treatment protocols when performing services within the Jail or Juvenile Hall.

2. COUNTY'S SERVICE OBLIGATIONS:

a. Provide to COUNTY'S Jails and Juvenile Hall duly licensed Physicians to provide medical services and supervision and to be responsible for the quality of PROGRAM'S medical care.

b. Designate hereinafter representatives for the purpose of performing the herein described functions.

c. Administer PROGRAM.

3. COUNTY'S DESIGNATED REPRESENTATIVES:

a. COUNTY'S designated representative for PROGRAM administration is the Director of Public Health.

b. COUNTY'S designated representatives for day to day operations are the Physicians.

4. STANDARDIZED PROCEDURES: PROGRAM will provide a protocol attached hereto as Exhibit "A", and incorporated herein by reference hereto, governing

the working relationship of PROGRAM'S Physicians, Physician's Assistant , Registered Nurse and Licensed Vocational Nurses. The protocol will be reviewed and modified from time to time by COUNTY'S herein designated representative after consultation with PROGRAM'S Physicians. If modified this agreement need not be amended for the modified procedure to be fully binding.

5. DIAGNOSIS AND TREATMENT PROTOCOLS: PROGRAM will provide standardized procedures for diagnosis and treatment, attached hereto as Exhibit "B" and incorporated herein by reference thereto, governing the diagnosis and treatment of patients. If modified this agreement need not be amended for the modified protocol or standardized procedures to be fully binding unless modified through operation of any other provision of this agreement.

6. HOURS OF OPERATION: Services hereunder are to be rendered Monday through Friday, eight hours each day with actual time schedule to be mutually agreed upon to fit the jail operation.

7. PAYMENT: COUNTY shall pay PROVIDER for services rendered hereunder the sum of TWO THOUSAND TWO HUNDRED AND FIFTY DOLLARS ($2250) per month as compensation for services rendered. Said payment shall be made by COUNTY to PROVIDER upon PROVIDER'S submission of a monthly claim to PROGRAM'S designated representative. Said claim shall be countersigned and approved by the Director of Public Health of the COUNTY.

8. RELATIONSHIP OF PARTIES:

a. It is specifically understood and agreed that PROVIDER is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. PROVIDER shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding and Social Security. PROVIDER agrees to indemnify and hold the COUNTY harmless

from any liability which it may incur to the Federal or State Governments as a consequence of this contract.

9. LIABILITY:

a. PROVIDER agrees to defend, indemnify and hold COUNTY harmless from any and all malpractice claims, liability or loss arising from PROVIDER'S performance under this agreement.

b. PROVIDER shall purchase and maintain, for the duration of this agreement, malpractice insurance sufficient to cover services provided.

c. PROVIDER will be added to COUNTY'S professional liability coverage as an additional insured. The cost of this coverage will be borne by PROVIDER'S monthly claim. PROVIDER understands and agrees that this is merely an accommodation which shall not be construed to relieve PROVIDER of those obligations recited heretofore in Agreement 9 a and b.

10. AMENDMENTS: The body of this agreement, together with exhibits attached hereto, fully expresses all understandings of the parties concerning matters covered and shall constitute the total agreement. No addition to, or alteration of, the terms of this agreement, whether by written or verbal understanding of the parties, their officers, agents or employees shall be valid unless made in the form of a written amendment to this agreement or their successors in office. It is specifically understood that COUNTY makes hereby no promises of employment to PROVIDER should an ordinance position be established and these duties allocated to it.

11. NOTICE: Any notice to be given parties to this agreement may be given personally or by depositing the same in the United States Mail, postage prepared, and addressed to PROVIDER or the Director of Public Health as applicable, at the last known mailing address of either.

12. TERM: The term of this agreement shall commence on May 5, 1981 and be terminated on June 30, 1981 unless terminated sooner by either party on thirty (30) days written notice to the other of such intent.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
VICE-CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETER McNAMEE, CLERK

BY _____
CLERK

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS

_____
Deputy

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By _____
DEPUTY COUNTY COUNSEL

FILED

MAY 14 1981

PETER McNAMEE, Clerk

By _____, Deputy

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
By _____
DEPUTY COUNTY COUNSEL

AGREEMENT NO. 81-97

THIS AGREEMENT, made this 12th day of May, 1981, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and the River City Youth Athletic Club, Inc., hereinafter called RCYAC,

W I T N E S S E T H:

RECITALS:

1. RCYAC desires to implement an athletic and delinquency prevention counselling program for youths in the East Yolo County area.

2. COUNTY desires to assist RCYAC in this endeavor by providing financial assistance for certain costs.

AGREEMENTS:

1. RCYAC shall provide a community-based, community-sponsored recreation and athletic program for youths in the East Yolo County area. RCYAC agrees to provide not less than twenty hours per week of supervised recreation and athletic activity for youths. These services shall be provided at the Bryte Elementary School located at 637 Todhunter Avenue, Bryte, California, or other appropriate location approved by COUNTY. In addition, RCYAC agrees to conduct a community outreach and public information program designed to inform the community of the services offered and solicit the support of the community for those services. RCYAC agrees to provide adult supervision for participants in the athletic and recreational programs at a ratio of not less than one adult for each fifteen juvenile participants.

2. RCYAC agrees to develop, as a supplement to the recreation and athletic program described in Paragraph 1 above, direct and indirect counselling services to youths for delinquency prevention, in cooperation and consultation with the Yolo County Department of Mental Health Services.

3. COUNTY agrees to provide not more than $7,144.00 to RCYAC for the

costs of operating the program described in Paragraph 1 above. Disbursement of said funds shall be made pursuant to the following schedule:

A. $2,500.00 shall be disbursed by COUNTY to RCYAC forthwith to cover the cost of liability insurance, first month's rent on the premises to be used for services, and purchase of athletic equipment.

B. $500.00 as an advance for further costs to be incurred by RCYAC.

C. From time to time, upon presentation by RCYAC to COUNTY of invoices, receipts or other evidences of payment, COUNTY shall disburse to RCYAC an amount of money equal to the amount of payments evidenced by said invoices, receipts or other evidences of payment.

D. Payment may be made by COUNTY directly to the provider of a service or product upon submission of a claim by RCYAC identifying the intended expenditure and its purpose and accompanied by an invoice or purchase order.

Said funds shall be used for the purposes set forth in the budget attached hereto and designated as "Exhibit A".

4. RCYAC agrees and warrants that it shall indemnify, defend, and hold harmless COUNTY, its officers, agents, and employees from any and all claims, losses, liabilities, or damages, including the cost of defending any action, arising out of the operation by RCYAC of the programs described hereunder, regardless of whether or not the loss, liability, or damage is caused by COUNTY.

5. Without limiting RCYAC's agreement to indemnify the COUNTY, RCYAC agrees to maintain in full force and effect, at all times, this agreement is in effect, a policy or policies of liability insurance sufficient to fully cover its operation, but in no event with liability limits of less than $1,000,000. RCYAC agrees to provide COUNTY with a certificate of insurance from an insurance carrier authorized to do business in this State certifying that the

insurance policy or policies called for by this paragraph are in full force and effect. RCYAC agrees not to cancel or reduce the amount of coverage of any insurance without giving notice to the COUNTY in writing at least ten (10) days in advance of such cancellation or modification and agrees to abide with reasonable restrictions or requirements imposed by COUNTY upon said cancellation or modification.

6. It is specifically understood and agreed that RCYAC is an independent contractor and is not subject to the direction and control of COUNTY, except as to final result. RCYAC shall be solely liable and responsible for paying all required taxes and other obligations, including but not limited to, withholding and Social Security taxes, worker's compensation and State disability insurance. RCYAC agrees to indemnify and hold harmless COUNTY from any liability which it may incur to the State or Federal government or any employee of RCYAC as a consequence of this agreement.

7. This agreement is not assignable in whole or in part without the written consent of COUNTY. Such consent, once given, shall not be deemed a waiver of the requirement of consent by COUNTY for any subsequent assignment. RCYAC shall not enter into any subcontract for any of the services agreed to be provided hereunder without first obtaining the written consent of COUNTY. This paragraph shall not be construed to prevent RCYAC from contracting for equipment, space rental or liability insurance.

8. Any waiver by COUNTY of any default, breach or condition of this agreement shall not be construed as a waiver by COUNTY of any other default, breach or condition of this agreement or any other right hereunder.

9. This agreement shall bind and inure to the benefit of the successors in interest of COUNTY and RCYAC in the same manner as if such party were expressly named herein.

10. This term of this agreement is for a period of fifteen (15) months beginning April 1, 1981 and ending June 30, 1982.

11. COUNTY reserves the right to terminate this agreement forthwith upon written notice to RCYAC if, and only if, it determines that RCYAC has materially breached any provision of this agreement.

12. RCYAC agrees that it will render services to participants without regard to race, religion, color, national origin, or sex.

13. RCYAC agrees to maintain records of any monies expended pursuant to this agreement and further agrees that such records shall be available to COUNTY, its agents and employees for review and audit at all reasonable times and places. RCYAC agrees that it shall maintain said records for a period of not less than three (3) years after the termination of this agreement.

14. This writing embodies the full understanding of the parties hereto and is entitled to supersede all other agreements between the parties as to the subject matter contained herein, whether written or oral, prior to contemporaneous. No alteration of any term of this agreement shall be valid unless made in writing signed by the parties hereto for their successors in interest.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS

Deputy

ATTEST: PETER McNAMEE,
County Clerk

By _____
Deputy

COUNTY

BY _____
VICE-CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

RIVER CITY YOUTH ATHLETIC CLUB, INC.

BY _____
BOARD MEMBER

RIVER CITY YOUTH ATHLETIC CLUB, INC.

PROPOSED BUDGET OF FUNDS PROVIDED BY THE YOLO COUNTY JUSTICE SYSTEM SUBVENTION PROGRAM

Services and Supplies		
Mileage	$360.00	
Office Supplies	150.00	
Maintenance	134.00	
Subtotal		$ 644.00
Liability Insurance		1,000.00
Utilities		2,500.00
Equipment		3,000.00
TOTAL		$7,144.00

Because these figures are estimates of what we anticipate will be our expenses, the Board of Directors necessarily reserves the authority to amendment this proposed budget as needed.

FILED

JUN - 9 1981

PETER McNAMEE, Clerk

By Anna M. Galvez, Deputy

Agreement No. 81-98

(To provide Acute Psychiatric Inpatient Services)

THIS AGREEMENT, made and entered into this 26th day of May, 1981, by and between the County of Colusa, a political subdivision of the State of California, hereinafter called COUNTY, and Yolo General Hospital a Division of the Yolo County Health Services Agency, hereinafter referred to as CONTRACTOR.

W I T N E S S E T H:

WHEREAS, COUNTY provides Mental Health Services to residents of Colusa County by the authority vested in the COUNTY;

and

WHEREAS, COUNTY desires to contract with a hospital for the provision of acute psychiatric inpatient services;

and

WHEREAS, CONTRACTOR provides licensed acute inpatient services.

NOW THEREFORE, it is hereby mutually agreed as follows:

1. CONTRACTOR agrees to provide acute psychiatric inpatient services to patients referred by COUNTY.

2. CONTRACTOR agrees to comply with all provisions of Title 9 of the California Administrative Code.

3. CONTRACTOR admission policies are to be in writing and available to the public and such policies include a provision that patients are accepted for care without discrimination on the basis of race, color, religion, national origin, or ancestry.

4. CONTRACTOR complies with Welfare and Institutions Code requirements commencing with Section 5328 and Title 45 Code of Federal regulations Section 205.50 regarding confidentiality of patient information.

5. CONTRACTOR agrees to comply with all applicable provisions of Title

22 of the California Administrative Code.

6. CONTRACTOR shall comply with all of the provisions contained in the Community Services System Manual. This includes cost reports and allowable costs.

7. COUNTY shall be the payor of last resort for the base rate and ancillary costs incurred in psychiatric treatment. COUNTY will be furnished dates, records and information to directly bill any third party, private, or responsible resources.

8. CONTRACT includes Medi-Cal census days along with Short-Doyle census days. CONTRACTOR will determine as soon after admission as the patient condition permits whether patient is eligible for Medi-Cal. If applicable contractor will apply for patient Medi-Cal and will notify COUNTY if Medi-Cal is granted and will provide COUNTY with copy of patient's Medi-Cal card or label.

9. The maximum amount to be reimbursed for the above services shall not exceed the total of TWELVE THOUSAND DOLLARS ($12,000). See Exhibit "A" for fee schedule attached herewith.

10. The term of this agreement shall be from execution to June 30, 1981, except that services which have been performed in contemplation of this agreement shall be paid for under the herein recited terms.

11. This agreement may be terminated by either party upon sixty (60) days written notice to the other of such intention.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year herein above set forth.

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EXHIBIT "A"

WORKING PROTOCOLS

1. SERVICES TO BE PERFORMED: Shall be rendered to patients referred to in writing or by phone by MENTAL HEALTH SERVICES.

2. PSYCHIATRIC HOSPITAL SERVICES:

   A. The services provided by HOSPITAL shall consist of inpatient psychiatric unit at HOSPITAL which shall include inpatient service which services shall include the following:

      1. Room and meals.
      2. Services of appropriate staff.
      3. Medicines.
      4. Routine laboratory services consisting of CBC, urinalysis, chest film, and serology, when indicated by treating physician.
      5. All other services needed for the proper and professional rendering of the psychiatric care provided pursuant to this Agreement.

   B. The parties served shall consist of the following:

      1. Voluntary patients pursuant to own, parental, or guardian authorization.
      2. Patients receiving the following services pursuant to the Lanterman-Petris-Short Act (Welfare & Institutions Code Sections 5000 through 5401, inclusive):

         a. 72-Hour evaluation and treatment.
         b. Detention for evaluation and treatment with Court order.
         c. 14-Day intensive treatment.
         d. Additional 14-day intensive treatment for suicidal persons.
         e. Detention for evaluation and treatment under temporary conservatorship.
         f. 90-Day Post-Certification Treatment of imminently dangerous persons.
         g. Patients referred under Penal Code subsection 1370 and 1026 and Welfare & Institutions Code 6300.

   C. All services provided shall satisfy the standards set forth in Title IX.

3. PROFESSIONAL SERVICES

   A. The services provided shall include:

      1. Initial psychiatric history and physical examination.
      2. Daily patient care and treatment.

4. BASE RATE

ITEM	RATE
A. Hospital Room Rate (per patient day)*	$150.00

Exhibit "A" (continued)

ITEM	RATE
B. Professional Services (per patient day)	$66.00
C. Ancillary charge (Radiology, Laboratory, Central Supply, Pharmacy, etc.)	Prevailing Rates

* Hospital room rate subject to change during the fiscal year based on rate increase approved by the State. The rate charged Colusa County shall be the same rate Yolo General Hospital charges Yolo County Mental Health Services for acute psychiatric inpatient care.

5. Colusa County will provide:

   A. Social background history.

   B. Records of any previous mental health services.

   C. Assistance with discharge planning and placement.

   D. Transportation including return to Colusa County or to other appropriate facility if additional treatment is needed.

6. Colusa will pay contractor for each patient seen at herein and recited base rates on a monthly bill submitted by contractor to County. County will bill all third parties.

7. Psychiatric inpatient services include: hospital care; professional services; and, ancillary costs mentioned in base rate cited above.

COUNTY OF YOLO, a political subdivision of the State of California

VICE-CHAIRMAN OF THE BOARD OF SUPERVISORS
YOLO COUNTY

HOSPITAL ADMINISTRATOR

DIRECTOR OF MENTAL HEALTH
YOLO COUNTY

COUNTY CLERK, YOLO COUNTY

SEAL

CHAIRMAN OF THE BOARD OF SUPERVIS
COLUSA COUNTY

DIRECTOR OF MENTAL HEALTH
COLUSA COUNTY

ATTEST:

COUNTY CLERK, COLUSA COUNTY

APPROVED AS TO FORM:

COUNTY COUNSEL, COLUSA COUNTY

APPROVED AS TO FORM
[illegible]
COUNTY COUNSEL

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS

Deputy

I CERTIFY THIS COPY TO BE A TRUE COPY OF THE RECORD IN THIS OFFICE
ATTEST: MAY 28 1981
MARTHA NANNEN
COUNTY CLERK AND EX-OFFICIO CLERK OF THE BOARD OF SUPERVISORS
COLUSA COUNTY, CALIFORNIA
BY DEPUTY

State of California,
County of Colusa } ss.

I, MARTHA NANNEN County Clerk and ex-officio Clerk of the Board of Supervisors, in and for the County of Colusa, State of California, do hereby certify the foregoing to be a full, true and correct copy of a motion made by the Board of Supervisors, as the same appears upon their minute book.

WITNESS my hand and seal of said Board of Supervisors, affixed this 28th day of May, 1981.

(SEAL)

MARTHA NANNEN
County Clerk and Ex-Officio Clerk of the Board of Supervisors

By _____ Deputy Clerk.

Board of Supervisors
County of Colusa
State of California

IN THE MATTER OF

AGREEMENT NO. 81-99

AGREEMENT BETWEEN

YOLO COUNTY DEPARTMENT OF MENTAL HEALTH
As Service Provider
and
COMMUNITY SERVICES PLANNING COUNCIL/AREA 4 AGENCY ON AGING
(Hereinafter Referred to as A4AA)
1820 J Street
Sacramento, CA 95814

1. Name and principle address of Service Provider (hereinafter referred to as SERVICE PROVIDER):
   Yolo County Department of Mental Health
   203 West Beamer Street, Woodland, CA 95695

2. This document with any attached program requirements, descriptive information and fiscal documentation is a firm proposal to conduct a service project for senior citizens in a manner consistent with the intent and regulations applicable to service programs under Title III of the Older Americans Act Amendment of 1978.

3. Maximum total funds available for this project: $ 14,488
   (Title III-B: $ 14,488) (Title III-C1: $)
   (Title III-C2: $) (U.S.D.A.: $)

4. The term of this AGREEMENT is from July 1, 1981 to June 30, 1982, subject, however to earlier termination as provided herein.

5. No expenditure or obligations may be incurred after June 30, 1982.

6. Application # and Program Title: 82-603-6 Mental health outreach

7. Name of Insurance Carrier: Walker & Company, 800 West 6th St., Los Angeles, Ca.90017
   Description of Policy: Comprehensive Liability including Malpractice
   Effective Dates of Policy: January, 1976 until cancelled
   Name and Address of Agent: Walker & Company, 800 West 6th St., Los Angeles, Ca.90017

8. Federal State and Local Laws and Regulations

   SERVICE PROVIDER shall comply with all federal, state and local laws and regulations pertinent to the operation and shall keep in effect any and all licenses, permits, notices and certificates as are required. SERVICE PROVIDER shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety health and sanitation.

APPROVED BY AREA 4 AGENCY ON AGING: _____ Date _____

In Board of Supervisors

County of Colusa, State of California

May 26, 1981

PRESENT: Supervisors T. K. Marshall, Chairman, David G. Womble, H. L. Peterson and Howard Foster.
ABSENT: Supervisor Floyd Myers Marsh.

MENTAL HEALTH: It is moved by Supervisor Womble, seconded by Supervisor Foster to approve Agreement between the County of Colusa and the Yolo General Hospital to provide Acute Psychiatric Inpatient Services effective May 26, 1981 to June 30, 1981 at a maximum amount not to exceed $12,000.00 and authorize the Chairman to sign subject to County Counsel's approval. Motion carried: All yes. Absent: Supervisor Floyd Myers Marsh.

9. Civil Rights Act

SERVICE PROVIDER will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education, and Welfare (45 CFR, Part 80) issued pursuant to that Title, to the end that, in accordance with Title VI of that Act and the regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the SERVICE PROVIDER receives Federal financial assistance.

This compliance shall extend to any real property or structure used for program or services and constructed or improved with the aid of Federal financial assistance.

SERVICE PROVIDER will comply with the provision of Title VII of the Civil Rights Act of 1964 (42 USC 2000 as amended by the Equal Opportunity Act of March 24, 1972, Public Law No. 92-261) in that they will not discriminate against any individual with respect to his or her compensations, terms, conditions or privileges of employment, or discriminate in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex or national origin.

10. Handicap Accessability

SERVICE PROVIDER hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), all requirements imposed by the applicable HEW regulation (45 CFR Part 84) and all guidelines and interpretations issued pursuant thereto, to the end that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the SERVICE PROVIDER receiving Older Americans Act funding.

11. Disaster Assistance Planning

As part of the areawide Disaster Assistance Planning, every SERVICE PROVIDER operating a site within Area 4 Agency on Aging must insure that it:

a) has designated an Emergency Coordinator and an Alternate Emergency Coordination for the SERVICE PROVIDER and for each site;

b) has established at every site a plan for evaluation of staff and participants in the event of an emergency; and

c) at least annually, demonstrates that staff is familiar enough with the plan to execute it in an emergency.

SERVICE PROVIDER is required to keep on file within the project and with A4AA, Project Emergency Contact Information and Site Emergency Contact Information. All Emergency Data must be updated when necessary.

12. Budget and Payment Schedule

The total compensation paid to SERVICE PROVIDER shall be paid in monthly increments upon receipt of a Monthly Financial Report which serves as both a Report of Expenditures and a Request for Funds. No expenditure shall be made or obligation incurred in excess of the authorized total budget. Expenditures in any one line-item shall not exceed the budgeted line-item by 20% during the contract period, nor shall expenditures in any one cost category exceed the budgeted cost category by 10% during the contract period without an approved budget revision. Any expenditure of funds hereunder by SERVICE PROVIDER which is not within the limitations of the approved budget nor within the eligible costs as set forth in this agreement, shall not be chargeable to funds provided by A4AA. Any such unauthorized expenditure shall be borne by the SERVICE PROVIDER.

Upon execution of this agreement and receipt of a Request for Advance of Funds, A4AA shall advance to SERVICE PROVIDER an amount to cover start up costs and an amount to cover operating cash. At no point shall the SERVICE PROVIDER hold funds in excess of 30 days funding. Subsequent payments will be made on a reimbursement method based on the SERVICE PROVIDERS actual allowable costs chargeable to this agreement. A4AA may withhold SERVICE PROVIDERS final full monthly payment under this agreement until A4AA has approved SERVICE PROVIDERS final year-end fiscal report.

13. Fiscal/Accounting Procedures

SERVICE PROVIDER shall maintain an accounting system that will accurately reflect and document all fiscal transactions according to program activity and using the accrual method of accounting principles. SERVICE PROVIDER is expected to blend sound fiscal controls with effective program management. The adopted

accrual accounting system must conform to generally accepted accounting principles. SERVICE PROVIDER shall maintain a permanent clear and accurate record of cash and in-kind resources received, cash and in-kind resources disbursed and the balance of funds remaining. Written documentation (voucher, invoice, memo, etc.) must be on file to support each transaction recorded in the accounting records. A fully documented voucher must be on file to support receipt of non-federal matching funds (cash or in-kind contributions).

SERVICE PROVIDER may establish a Petty Cash fund; however, the total amount of the fund should not exceed $50.00. Individual purchases from Petty Cash fund should not exceed $10.00.

SERVICE PROVIDER shall adhere to/implement the policies, directions and information provided by A4AA Memorandums and Bulletins; and maintain/update the reference material. SERVICE PROVIDER shall adhere to Financial Management Policies and Procedures as prepared by A4AA.

14. Audits

SERVICE PROVIDER shall provide A4AA with an audit by a Certified Public Accountant, or in the case of a public entity, an ending financial statement signed by the SERVICE PROVIDER's Chief Auditor within forty-five (45) days after the end of this fiscal year. Audit shall be performed in compliance with Procedures for Audits of Subgrantee Contractors.

15. OAA Funds Used to Supplant Other Fund Sources

Older Americans Act funds will not be used to replace or supplant ongoing programs for personnel.

16. Unexpended Funding

SERVICE PROVIDER shall provide A4AA, no later than one hundred eighty (180) days prior to ending date of this contract, with estimated amount of Older Americans Act funds which will remain unexpended at the end of the contract period.

Upon notification by SERVICE PROVIDER that Older Americans Act funds will remain unexpended, A4AA at its option will request and receive from SERVICE PROVIDER release of Older Americans Act funds in an amount mutually agreed upon by both parties, not to exceed the estimated amount of unexpended funds. A4AA shall be reasonable in its request for funds, and SERVICE PROVIDER shall not unreasonably withhold permission for release of funds.

A4AA retains all rights to reprogram released funds into other programs, projects, or activities contained in the approved Area Plan.

17. Contractor Liability

SERVICE PROVIDER shall be liable for all labor and any other direct expenses incurred in providing services under this agreement and shall assume any and all responsibilities for loss or damage resulting from negligence or acts of omission and shall defend any suit alleging injury, sickness or disease arising out of the provision of services. SERVICE PROVIDER is obligated to inform the A4AA in writing of any such incident within three (3) working days of its occurrence.

18. Insurance and Hold Harmless

SERVICE PROVIDER agrees to indemnify, defend and save harmless the A4AA and State of California, their officers, agents and employees, from any, and all claims and losses accruing or resulting to any and all contractors, subcontractors, material, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this agreement, and also from any and all claims and losses occurring or resulting to any person, firm, or corporation, who may be injured or damaged by SERVICE PROVIDER in the performance of this contract. SERVICE PROVIDER shall provide necessary Workmen's Compensation Insurance.

SERVICE PROVIDER shall procure and maintain comprehensive insurance against bodily injury and property damage caused by automotive vehicles used in the project's service operation, with limits of $300,000 for injury or death of one person in any one accident; $500,000 for injury or death of two or more persons in any accident; and $100,000 for property damage in any one accident, or $500,000 single limit coverage. Additionally, SERVICE PROVIDER shall procure and maintain comprehensive general liability insurance in the amount of $500,000 limit per occurrence for bodily injury and property damage liability combines for all other phases of operation.

a) SERVICE PROVIDER shall furnish A4AA with current certificates of insurance to demonstrate that required insurance coverages have been procured.

b) SERVICE PROVIDER shall require the insurance carrier to show the A4AA as an additional insured party on all insurance policies purchased under this agreement.

19. Independent Contractor

SERVICE PROVIDER and agents and employees of SERVICE PROVIDER, in the performance of this agreement, shall act in an independent capacity and not as officers, employees, or agents of the State of California or the A4AA.

20. Assignability

This agreement is not assignable by the SERVICE PROVIDER either in whole or in part, without prior written authorization of the A4AA.

21. Property Management

If capital assets are acquired with federal funds, then SERVICE PROVIDER agrees to comply with applicable federal and state laws, rules and procedures relating to the acquisition, retention and disposition of these assets.

a) The equipment purchased in this project will be used in future Older Americans Act projects and no procurement of additional like equipment for any future such projects will be authorized without prior written approval from A4AA. (New equipment for any Older Americans Act programs will be purchased only if it cannot be secured from other Older Americans Act programs, excess or surplus property.)

b) The A4AA or the California Department of Aging shall retain title to all equipment which is procured under the "Equipment" portion of the budget. At completion of the project, SERVICE PROVIDER agrees to dispose of equipment in accordance with applicable federal and state procedures, subsequent to A4AA approval. Any request for transfer of title to equipment shall be submitted in writing by the SERVICE PROVIDER to A4AA.

c) SERVICE PROVIDER shall be required to maintain permanent, accessible inventories of equipment purchased whole or in part with Older Americans Act funds. All such records shall comply with memoranda/bulletins issued by A4AA on the subject of Property Management.

22. Reports and Record Retention

All records of SERVICE PROVIDER bearing upon service operations and fiscal

administration at any site shall be maintained at such project site or at the main local office. All such records shall be kept on file for three (3) years after the end of the federal fiscal year to which they pertain. The A4AA director or representative, auditors and/or official representatives of the California Department of Aging and of the U.S. Department of Health and Human Services, and the General Accounting Office shall be granted access to such records upon request.

SERVICE PROVIDER shall submit complete and accurate program performance reports using the CDA/A4AA standardized format in a timely manner so that they arrive at the Area 4 Agency on Aging office by the fifth (5th) working day of the month.

a) Contractors experiencing difficulty in complying with the reporting deadline must contact the Area 4 staff well in advance of the due date.

b) Delinquent reports will be subject to the regulatory stipulations contained in the A4AA Sanction Policy.

23. Confidentiality

SERVICE PROVIDER shall insure confidentiality of its records. This is to include, but is not limited to, confidentiality of the identity of individuals who receive services, i.e., SERVICE PROVIDER is to insure that the identity of persons who receive services is not revealed or made accessible to anyone other than employees or others under the direct supervision of the SERVICE PROVIDER and whose job responsibility requires access to this information.

SERVICE PROVIDER shall disclose information by name about an older person in connection with the project only with the informed consent of the older person or his/her authorized representative.

This limitation does not apply to employees of HHS, AoA, CDA, or A4AA or their designees.

24. Program Changes/Modifications

SERVICE PROVIDER shall submit, in writing, a request for program revision to the Area 4 Agency on Aging prior to the implementation of any significant proposed program changes/modifications. Such requests must be received by A4AA at an early enough date to allow sufficient time for A4AA Staff/Advisory Council review, comment, and approval. Failure to comply with this requirement could result in expenditure disallowances, suspension of further funding or contract termination

SERVICE PROVIDER shall provide the following information in a program revision request:

a) identification of proposed change/modification;

b) reason/purpose for the action; and

c) impact the action will have upon service provision.

SERVICE PROVIDER shall submit a program revision request should program changes/modifications involve any of the following areas:

a) method of service provision;

b) target group or geographic service area;

c) office/outreach site;

d) major personnel; or

e) performance standard (plus or minus 20%).

25. Program Budget Revisions

SERVICE PROVIDER shall submit in writing a request for budget revision to A4AA prior to the implementation of any significant changes to the current, approved program budget. Such revisions shall take place in accordance with policies and format established by A4AA, as outlined in A4AA Memorandum #6. Budget revision requests must be received by A4AA at an early enough date to allow sufficient time for staff review.

26. Termination for Reduction, Suspension or Termination of Funds to Area 4 Agency on Aging

This agreement may be terminated on twenty-four (24) hours notice in the event that the receipt by A4AA of Title III funds is reduced, suspended or terminated for any reason. SERVICE PROVIDER hereby expressly waives any and all claims against A4AA for damages arising from the termination, suspension or reduction of the funds provided under the OAA.

27. Termination for Cause

The A4AA may terminate this agreement and be relieved of the payment of any consideration to the SERVICE PROVIDER should the SERVICE PROVIDER fail to perform the covenants herein contained at the time and in the manner herein provided. A4AA shall have the right to terminate this agreement by giving written notice to SERVICE PROVIDER of such termination and specifying the effective date thereof at least five (5) days before the effective date. In the event of such termination, A4AA may proceed with the work in any manner

deemed proper by the State. The cost to A4AA shall be deducted from any sum due to the SERVICE PROVIDER upon demand.

28. Termination for Convenience

Either A4AA or SERVICE PROVIDER may terminate this agreement at any time upon thirty (30) days written notice to the other party.

29. Service Targeting

SERVICE PROVIDER shall give preference in the delivery of services to older persons with the greatest economic or social need.

30. Program Description

SERVICE PROVIDER shall produce copies of a program description of one or more pages detailing the nature of the project service(s) and its limitations. These program descriptions will be made readily available to all project participants.

31. Consumer Input

SERVICE PROVIDER shall maintain formal procedures for obtaining the views of participants regarding service operations. Suggestions relative to program changes/modifications must receive appropriate consideration by the SERVICE PROVIDER.

Acceptable methods for soliciting consumer input include, but are not limited to, suggestion box, project council/advisory group, client questionnaires and interviewing.

32. Soliciting Non-Title III Funding

SERVICE PROVIDER shall continue or initiate efforts to obtain financial support from private sources and other public organizations for services funded under the provisions of this contract.

33. Interagency Coordination/Cooperation

SERVICE PROVIDER shall demonstrate efforts to initiate cooperative working agreements with other community agencies providing services to older persons in order to establish a comprehensive, coordinated system of services that will facilitate access to and utilization of all existing services, while reducing the incidence of service duplication.

Acceptable methods of cooperation include, but are not limited to, letters to agreement, co-location, and membership in interagency organizations.

34. Outreach

SERVICE PROVIDER shall conduct outreach activities to ensure participation of eligible older persons.

35. Training

SERVICE PROVIDER Project Director and/or staff shall when feasible attend pertinent training workshops offered by the California Department of Aging, Area 4 Agency on Aging, or other community organization in an effort to increase staff expertise and improve service operations.

SERVICE PROVIDER shall agree to attend mandated technical assistance workshops conducted by A4AA.

36. Donations

1. SERVICE PROVIDER shall provide each older person receiving services with a free and voluntary opportunity to contribute to the cost of the service;
   a) Protect the privacy of each older person with respect to his or her contribution;
   b) Establish appropriate procedures to safeguard and account for all contributions; and
   c) Use all contributions to expand the services under this part.
2. Each SERVICE PROVIDER may develop a suggested contribution schedule for services provided under this part. In developing a contribution schedule SERVICE PROVIDER must consider the income ranges of older persons in the community and the SERVICE PROVIDER's other sources of income.

A SERVICE PROVIDER may not deny any older person a service because the older person will not or cannot contribute to the cost of the service.

37. Monitoring/Evaluation

SERVICE PROVIDER shall cooperate and assist in efforts undertaken by A4AA; the California Department of Aging; the U.S. Administration on Aging; or any other agency or organization duly authorized by any of the preceding to evaluate the effectiveness, feasibility and costs of the project.

a) SERVICE PROVIDER shall upon request make available to the evaluators client participation records which confirm all data contained in monthly performance reports. The information shall be maintained in a neat and orderly manner so as to facilitate review by the evaluators.

b) SERVICE PROVIDER shall insure that the Project Director and relevant staff will be available for interviewing by the evaluators. Such onsite evaluations may also include interviews with consumers and/or project council/advisory group members. Project Directors shall schedule a minimum of two hours time for each onsite evaluation.

c) SERVICE PROVIDER shall demonstrate an ongoing mechanism for internal monitoring and evaluation of the project.

38. Binding Agreement

Provisions of this agreement shall extend to and be binding upon and inure to the benefit of heirs, executors, administrators, successors, and assignees of the respective parties hereto.

39. Written Agreement

It is mutually understood and agreed that no alternations or variations of the terms of this contract shall be valid unless made in writing and signed by all parties hereto, and that no oral understanding or agreements not incorporated herein shall be binding on any of the parties hereto.

40. Master Contract

All conditions applicable to the master contract between the Community Services Planning Council, Inc. and the State of California, Department of Aging, for FY1982 shall cover this contract.

41. Agreement Contingency

Implementation of the contract, in whole or in part, is contingent upon approval of the CSPC/A4AA Area Plan for FY1982 and related spending authority by the California Department of Aging. In the absence of such approval and authorization, CSPC/A4AA and SERVICE PROVIDER are relieved of all obligations contained herein.

for COMMUNITY SERVICES PLANNING COUNCIL, INC.

Executive Director

Date

for AREA 4 AGENCY ON AGING

Director

Date

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
By
DEPUTY COUNTY COUNSEL

for SERVICE PROVIDER

GEORGE P. DeMARS

Vice-Chairman
Yolo County Board of Supervisors
Title

May 12, 1981
Date

ATTEST: PETER McNAMEE, County Clerk

By
deputy

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS
Deputy

PR/cm

ATTACHMENTS TO THIS AGREEMENT: A. Program Budget
B. Scope of Services

7/1981

Name of Agency		A4AA Contract No.	Budget Period
YOLO COUNTY MENTAL HEALTH SERVICES		82-603-6	7-1-81 To 6-30-82
Street No.	City	MIS Code #	Date
213 West Beamer St.,	Woodland, Calif 95695	6031	29 April 81

Area 4 Agency on Aging Program Budget

SERVICE: Mental Health Outreach

	PROJECT COST				FUNDING SOURCE						
Paid Personnel Position	Hours Week	Hourly Rate	Total	Admin Cost	Service Cost	Delivery Cost (C2 only)	OAA Title III Cash	Cash Match	Cash Non Match	USDA Cash	Project Income Cash	In-Kind Match	In-Kind Non Match
Ment. Hlth Nurse 1	30	8.49	13,250	1988	11,262		13,250						
TOTAL			13,250	1988	11,262		13,250						
In-Kind Personnel Position	Hours Week	Hourly Rate											
TOTAL													

Area 4 Agency on Aging Approval: _____ Date: _____

Form 4-14 (Rev.7/80)

Program Budget

SERVICE:	Total	Admin Cost	Service Cost	Delivery Cost (C2 only)	OAA Title III Cash	Cash Match	Cash Non Match	USDA Cash	Project Income Cash	In-Kind Match	In-Kind Non Match
PAYROLL TAXES											
FICA	881	132	749			881					
SUI											
Unemploy. Ins.	80	12	68			80					
TOTAL PAYROLL TAXES	961	144	817			961					
EMPLOYEE BENEFITS											
Health/Dental	1,440	216	1,224			649	791				
Life Insurance											
Retirements	1,624	244	1,380		1,238		386				
Worker's Compensation	98	15	83				98				
TOTAL EMPLOYEE BENEFITS	3,162	475	2,687		1,238	649	1,275				
TRAVEL & TRAINING											
(12 months x 276 miles x 22 ¢	728	109	619				728				
Conference/Conventions											
Staff & Volunteer Training											
Volunteer Travel											
TOTAL TRAVEL & TRAINING COSTS	728	109	619				728				
EQUIPMENT											
Expendable Equipment (-$300)											
Non-Expendable Equipment (+$300)											
Rental/Leased Equipment											
TOTAL EQUIPMENT COSTS											
FOOD COSTS											
Catered Meals											
Purchased Raw Food											
TOTAL FOOD COSTS											

Area 4 Agency on Aging Approval: _____ DATE: _____

Form 4-14 (Rev.7/81)

Area 4 Agency on Aging
Program Budget

SERVICE:

	PROJECT COST				FUNDING SOURCE						
	Total	Admin Cost	Service Cost	Delivery Cost (C2 only)	OAA Title III Cash	Cash Match	Cash Non Match	USDA Cash	Project Income Cash	In-Kind Match	In-Kind Non Match
SPACE COSTS											
Rent of Space											
Telephone/Utilities											
Maintenance/Janitorial											
Insurance											
TOTAL SPACE COSTS											
SUPPLIES											
Office Supplies/Postage											
Food Service Supplies											
Other Supplies											
TOTAL SUPPLIES COSTS											
VEHICLE COSTS											
Vehicle Operation											
Vehicle Maintenance											
Vehicle Insurance											
TOTAL VEHICLE COSTS											
OTHER COSTS											
Audit											
Accounting Costs											
Memberships/Subscriptions											
Bonding/Taxes/Licenses											
Printing											
Advertising											
Consultants											
Legal											
Contract Services											
Other Costs											
Indirect Costs											
Grantee Allocated Overhead											
TOTAL OTHER COSTS											
TOTAL BUDGET	18,101	2,716	15,385		14,488	1,610	2,003				

Area 4 Agency on Aging Approval: _____ DATE: _____

Form 4-14 (Rev.7/81)

SCHEDULE OF PROJECT RESOURCES OTHER THAN
OAA GRANT AND PROJECT MATCH

SOURCE	AMOUNT
CASH - Non-Match RESOURCES	
STATE MENTAL HEALTH SHORT-DOYLE FUNDS	
Health/Dental	791.00
Retirement	386.00
Workers Comp.	98.00
Travel	728.00
SUB-TOTAL	$ 2003.00
IN-KIND RESOURCES	
SUB-TOTAL	$
TOTAL	$ 2,003.00

Form A-15(b)

SCHEDULE OF NON-FEDERAL PARTICIPATION
USED TO FULFILL THE PROJECT MATCH REQUIREMENT

SOURCE		AMOUNT
CASH RESOURCES	STATE MENTAL HEALTH SHORT-DOYLE FUNDS	
	F.I.C.A.	881.00
	Unemployment Ins.	80.00
	Health/Dental Ins.	649.00
	SUB-TOTAL	$ 1,610.00
IN-KIND RESOURCES		
	SUB-TOTAL	$
	TOTAL	$ 1,610.00

Form 4-15(a)

AREA 4 AGENCY ON AGING PROGRAM BUDGET

COMPUTATION OF GRANT AWARD

TOTAL Budget	$ 18,101
Less: Project Income	$ none
Less: Contributions, Non-Matching	$ 2,003
Project Costs to be Matched	$ 16,098
Less: Contributions, Matching	$ 1,610
Title III Grant Award	$ 14,488

Authorized Signature For Grantee Agency	Date
Area 4 Agency on Aging Approval	Date

Form 4-14

Scope of Services

MENTAL HEALTH OUTREACH

SERVICE PROVIDER shall manage service operations of the project on such days, and at such times and sites as listed within this Agreement.

Project sites services provided, and provisions for services delivery may be revised from those stated in this Agreement only as agreed upon by SERVICE PROVIDER and A4AA.

SERVICE PROVIDER shall make services available to all persons sixty (60) years of age or older under this service contract with the following exceptions:

A) Persons requesting services that extend beyond the scope of the program;

B) Persons requesting services who reside outside of the program's established geographic service boundaries; and

C) Persons requesting services when the project is serving at capacity and cannot accommodate additional clients.

The Yolo County Department of Mental Health shall provide assessments to 150 persons 60 years of age and older who reside in Yolo County for a total of 300 hours. An assessment is defined as the collection of necessary information about a client to determine need and/or eligibility for a service and recommend action to remedy the problem identified.

The Yolo County Department of Mental Health shall provide counseling to 25 persons 60 years of age and older who reside in Yolo County for a total of 100 hours. Counseling is defined as giving advice, personal guidance and emotional support to improve the client's personal and social functioning, and to enable the older person to resolve problems.

The Yolo County Department of Mental Health shall provide leisure activity for 20 persons 60 years and older who reside in Yolo County for a total of 1,152 hours. Leisure activity is defined as recreational activities such as crafts, games, hobbies, and trips.

Describe the range of other services that will be available to persons 60 years and older through the project.

Describe the days, times and sites where services will be offered.

All performance objectives will be accomplished by June 30, 1982.

FILED
MAY 14 1981
PETER McNAMEE, Clerk
By Paula McCooper Deputy

AGREEMENT No. 81-100

PATIENT TRANSFER AND CARE AGREEMENT

THIS AGREEMENT is made and entered into this 12th day of May, 1981, by and between Yolo General Hospital (hereinafter referred to as "YGH") and The Regents of the University of California (hereinafter referred to as "University"), acting for and on behalf of its University of California, Davis, Medical Center (hereinafter referred to as "UCDMC") and its University of California, Davis, School of Medicine (hereinafter referred to as "UCDSOM").

I. GENERAL: It is mutually agreed that a service for the treatment of decubitus conditions (hereinafter referred to as "Service") will be established at YGH for the management of patients transferred from UCDMC. The purpose of the Service will be to provide UCDMC patients with nursing care necessary to ameliorate their decubitus conditions so that plastic surgery can be performed on such decubiti if required, and the patients can be discharged.

II. RESPONSIBILITIES:

A. UCDMC

1. UCDMC shall determine the need for patient transfer to YGH on the basis of clinical assessment of the patient's suitability for admission to the Service. Verbal approval for patient transfer will be obtained from YGH's Director of Nursing or the Head Nurse of the Extended Care Unit prior to patient movement.

2. UCDMC shall provide YGH with all available financial informa-

tion for any patient who is a candidate for transfer to YGH. Such information shall be communicated by telephone call to the YGH Business Office prior to any patient transfer.

3. UCDMC will discuss the proposed transfer with the patient for the purpose of determining the patient's willingness to be admitted to YGH. Once a patient has consented to the transfer the UCDMC Patient Services Unit will, on the order of the responsible physician, make the necessary transfer arrangements. Such arrangements will provide for the proper care of the patient duripg transport in accordance with applicable Federal and State laws and regulations.

4. At the time of transfer UCDMC will forward to YGH a completed Inter/Intra-Facility Transfer Report, attached hereto as Exhibit A and hereby made a part of this agreement. In addition, UCDMC will make arrangements for the transfer of the patient's money, valuables, and/or personal articles to YGH. Information concerning such items will be communicated to the patient by UCDMC personnel.

5. Patients transferred to YGH will be provided care and treatment by YGH physician staff. When patients become candidates for plastic surgery YGH physicians will notify UCDSOM's Department of Surgery. UCDSOM surgical staff will periodically assess the clinical progress of such patients relative to their need for plastic surgery. Once the need for plastic surgery has been determined necessary, plastic surgery repairs will be performed at YGH by UCDSOM Department of Surgery staff at times which are mutually agreed upon by the parties hereto. Surgical care provided will

include post operative care and weekly rounds for consultation and case management.

6. Surgical staff selected for the Service shall be credentialed by YGH. A current curriculum vitae for each UCDSOM surgeon involved in the Service will be provided to YGH along with a request for specific clinical privileges.

7. UCDMC surgical interns and residents shall participate in the care and treatment of decubitus patients under the supervision of UCDSOM surgical staff. Assignment of such interns and residents shall be made by the Chairperson of the UCDSOM Department of Surgery. Such participation shall be reviewed by the parties hereto no later than six (6) months prior to the expiration of the first year of this agreement. At that time the parties hereto shall determine if such participation shall continue and if so, the terms and conditions for continuance.

B. YGH

1. YGH shall evaluate UCDMC's requests for transfer of decubitus patients to YGH and advise the UCDMC Business Office and the attending physician of its acceptance or rejection of such requests. YGH shall notify UCDMC's Patient Services Unit of patient load/configuration changes which effect the placement of such patients. Once patients have been accepted, YGH shall make available its diagnostic and therapeutic services, as ordered by the surgical staff assigned to the Service, subject to Federal and State laws and regulations.

2. YGH shall schedule and prepare patients for necessary surgery upon consultation with the surgical staff assigned to the Service, and shall make its anesthesia services available.

3. YGH shall assure that patients under the care of UCDSOM surgical staff receive general or specialized medical care for clinical conditions not related to their decubitus condition in the same manner as other patients at YGH.

4. Patient needs for post-hospital care will be assessed by YGH. Discharge planning shall be performed to assure that necessary follow-up care including appointments in the UCDMC Plastic Surgery Clinic are arranged.

5. YGH shall review the applications of UCDSOM surgeons for award of hospital privileges and shall notify each applicant of its acceptance or rejection of such applications.

6. YGH shall make medical records or copies thereof which document professional care provided by UCDSOM surgeons available to UCDSOM for billing.

7. YGH certifies that any services provided pursuant to this agreement shall be without discrimination as to color, sex, age, religion, national origin or ancestry or physical or mental handicap.

C. JOINT RESPONSIBILITIES

1. Charges for services performed by each party shall be collected directly from the patient, third-party payer or other sources normally billed by the party rendering services. Neither party shall have any liability to the other for such charges or assume any liability by virtue of this agreement for any debts or other obligations incurred by the other party to this agreement.

2. Nothing in this agreement shall be construed as limiting the rights of either party to contract with any other

tion for any patient who is a candidate for transfer to YGH. Such information shall be communicated by telephone call to the YGH Business Office prior to any patient transfer.

3. UCDMC will discuss the proposed transfer with the patient for the purpose of determining the patient's willingness to be admitted to YGH. Once a patient has consented to the transfer the UCDMC Patient Services Unit will, on the order of the responsible physician, make the necessary transfer arrangements. Such arrangements will provide for the proper care of the patient duripg transport in accordance with applicable Federal and State laws and regulations.

4. At the time of transfer UCDMC will forward to YGH a completed Inter/Intra-Facility Transfer Report, attached hereto as Exhibit A and hereby made a part of this agreement. In addition, UCDMC will make arrangements for the transfer of the patient's money, valuables, and/or personal articles to YGH. Information concerning such items will be communicated to the patient by UCDMC personnel.

5. Patients transferred to YGH will be provided care and treatment by YGH physician staff. When patients become candidates for plastic surgery YGH physicians will notify UCDSOM's Department of Surgery. UCDSOM surgical staff will periodically assess the clinical progress of such patients relative to their need for plastic surgery. Once the need for plastic surgery has been determined necessary, plastic surgery repairs will be performed at YGH by UCDSOM Department of Surgery staff at times which are mutually agreed upon by the parties hereto. Surgical care provided will

6. This agreement shall be in effect for a period of one (1) year from the date of its execution and shall automatically renew for additional one-year periods not to exceed a total of seven (7) years.

7. This agreement or any renewal thereof may be terminated by either party upon the giving of thirty (30) days advance written notice to the other party. The cancelling party shall send a copy of such notice to the Bureau of Health Facilities Licensing and Certification, State Department of Public Health, 744 P Street, Sacramento, California 95814. This agreement shall automatically terminate if either party fails to maintain its licensure or certification. It is mutually understood and agreed that termination of this agreement for any reason shall not impact any patient accepted by YGH under the terms of this agreement prior to such termination.

8. Any notices required or authorized to be given by this agreement shall be in writing and sent by mail, postage prepaid, as follows:

To YGH: Yolo General Hospital
170 Beamer Street
Woodland, CA 95695

To University: Vice Chancellor
Office of Business and Finance
University of California
Davis, CA 95616

9. This agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes all prior oral or written agreements between the parties regarding the subject matter. No waiver, modifi-

3. YGH shall assure that patients under the care of UCDSOM surgical staff receive general or specialized medical care for clinical conditions not related to their decubitus condition in the same manner as other patients at YGH.

4. Patient needs for post-hospital care will be assessed by YGH. Discharge planning shall be performed to assure that necessary follow-up care including appointments in the UCDMC Plastic Surgery Clinic are arranged.

5. YGH shall review the applications of UCDSOM surgeons for award of hospital privileges and shall notify each applicant of its acceptance or rejection of such applications.

6. YGH shall make medical records or copies thereof which document professional care provided by UCDSOM surgeons available to UCDSOM for billing.

7. YGH certifies that any services provided pursuant to this agreement shall be without discrimination as to color, sex, age, religion, national origin or ancestry or physical or mental handicap.

C. JOINT RESPONSIBILITIES

1. Charges for services performed by each party shall be collected directly from the patient, third-party payer or other sources normally billed by the party rendering services. Neither party shall have any liability to the other for such charges or assume any liability by virtue of this agreement for any debts or other obligations incurred by the other party to this agreement.

2. Nothing in this agreement shall be construed as limiting the rights of either party to contract with any other

COUNTY OF YOLO EDD Reg. #81000557

Subgrant Signature Sheet

Title IID

Agreement/ Subgrant No. 81-101

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	State CETA Office

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and the State CETA Office hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED
MAY 14 1981
PETER McNAMEE, Clerk
By Donna M. Gatewood, Deputy

PROGRAM	: State CETA Office for Department of Health Services
MAILING ADDRESS	: 800 Capitol Mall, MIC 77
CITY & STATE	: Sacramento, CA 95814 PHONE : 445-1154
PROGRAM DIRECTOR	: Kathy Sage

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on 10-01-80.

The term of the SUBGRANT shall end on 09-30-81.

The total amount of the SUBGRANT is $30,105.00.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature: Lupe D. De La Cruz	By Signature: George P. DeMars
Name and Title: LUPE DE LA CRUZ, Director, State CETA Office	Date: APR 2 7 1981
Name and Title: GEORGE P. DeMARS, Vice-Chairman, Yolo County Board of Supervisors	Date: MAY 12 1981

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of October 1980, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the State CETA Office _____ hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 676 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Providing job training and employment opportunitites for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

   (e) Advising all participants of their rights and responsibilities

prior to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR § 676.83, 676.84, and 676.86;

(f) Making maximum efforts to achieve the provision of the plan.

2. The State CETA Office for Department of Health Services is by virtue of this agreement a SUBGRANTEE of Yolo County under CETA, within the jurisdiction of Yolo County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 679 and 680

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Code of Federal Regulations - 5 CFR Part 900

(f) CFR Assurances and Certifications

(g) Exhibit A - CETA Affirmative Action Plan

(h) Operating Budget

(i) Prime Sponsor Significant Segment Goals for Public Service Employment

(j)

(k)

(l)

(m)

(n)

(o)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 01, 1980, and shall end September 30, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $30,105.00, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

subgrant, inculding the Budget Schedules attached Hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any upaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all otherpertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b), all costs incurred by PRIME SPONSOR based upon representations of SUBGRANTEE, including but not limited to situations where PRIME SPONSOR pays wages, allowances, or other benefits to particpants or other contractors based on SUBGRANTEE's reporting of hours worked, training attended, or services provided, and (c) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U.S. Department of Labor, including but not limited to to CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' particpation in a CETA program

shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the general government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual." Except in a case where a fixed unit cost for reimbursement is specified in this SUBGRANT as the method for reimbursement.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, supportive services,

classroom training costs, records of personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT. The SUBGRANTEE also understands and agrees that the PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives has the right to make unannounced visits to the SUBGRANTEES facilities to observe, audit and/or monitor all conditions and activities involved in the performance of this agreement.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension or Disallowance of Payments

PRIME SPONSOR may at any time elect to disallow cost of SUBGRANTEE in while or part or to demand repayment under this Agreement in the event of any of the following occurrences to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this Agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

The PRIME SPONSOR may further elect to offset against or suspend payment in the event any of the occurrences listed above in items 6.(a) through 6.(f) is confirmed by the U. S. Department of Labor's Region IX Employment and Training or by the Region IX Office of the Inspector General or by an independent auditor.

7. Waiver of Statute of Limitations

The County of Yolo is subject to fiscal and compliance audits required by the U. S. Department of Labor which include the performance of SUBGRANTEE under this subgrant, and the County of Yolo may incur liability to the U. S. Department of Labor for the SUBGRANTEE's performance of this subgrant. Past experience indicates that controversies with the U. S. Department of Labor may not be resolved within the period of the statute of limitations on actions by County of Yolo against subgrantee arising out of subgrantee's performance or non-performance of and compliance with the terms of this subgrant. In consideration of the promises of the County of Yolo herein, SUBGRANTEE promises not to plead the statute of limitations in any action brought against it by the County of Yolo arising out of this subgrant or its performance or non-performance or compliance with its terms or conditions, and subgrantee agrees that it shall and hereby does waive any defense that it may have against such suit by virtue of any statue of limitations; provided, however, that such suit shall be brought, if at all, on or before the expiration of two years after final determination of any controversy between the County of Yolo and the U. S. Department of Labor (including any litigation arising therefrom), and further provided that such suit shall be brought, if at all, on or before the expiration of four years after the statute of limitation otherwise

prescribed by law.

8. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR terminate this SUBGRANT.

9. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clasue

(a) In contemplation of the provisions of Section 895.4, California Government Code, each party hereto agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from the acts or omissions of

classroom training costs, records of personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT. The SUBGRANTEE also understands and agrees that the PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives has the right to make unannounced visits to the SUBGRANTEES facilities to observe, audit and/or monitor all conditions and activities involved in the performance of this agreement.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension or Disallowance of Payments

PRIME SPONSOR may at any time elect to disallow cost of SUBGRANTEE in while or part or to demand repayment under this Agreement in the event of any of the following occurrences to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this Agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

11. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working contitions, discripline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

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(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE Under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

12. Monthly Report

Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

13. Procedures for Correction Action

(a) Whenever the PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the PRIME SPONSOR may order corrective action.

(b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE a written notice setting forth the nature of SUBGRANTEE's non-compliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the PRIME SPONSOR for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the PRIME SPONSOR may recommend that the Governing Body terminate this SUBGRANTEE.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the PRIME SPONSOR shall be empowered, without consultation with the Governing Body, but with confirmation by the U. S. Department of Labor's Region IX Employment and Training or by the Region IX Office of the Inspector General to suspend or delay any and all payments under this SUBGRANT until such failure is rectified or the PRIME SPONSOR may recommend that the Governing Body terminate this SUBGRANT.

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14. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.

(b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

15. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP. SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this secion shall apply.

(c) SUBGRANTEE shall make quarterly reports on the expenditure of this

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE Under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

12. Monthly Report

Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

13. Procedures for Correction Action

(a) Whenever the PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the PRIME SPONSOR may order corrective action.

authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

19. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial

perface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the United States Federal Department of Labor. YOLO COUNTY and the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under TITLES II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE understands that all personnel policies and practices shall be subject to validation in accordance with the Federal Uniform Guidelines on Employee Selection procedures dated August 25, 1978.

22. Assignments and Subletting

No performance of this agreement or any portion thereof may be assigned or subcontracted by SUBGRANTEE without the express written consent of the PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign or subcontract any performance of this agreement without the express written consent of the PRIME SPONSOR or his designee shall be null and void and shall constitute a breach of this agreement. Whenever

the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

23. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

24. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

25. Successors

This SUBGRANTEE shall bind and inure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

26. Clear Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

27. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.,

(a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuent hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

(a) All employees of SUBGRANTEE are covered by Harford Accident and Indemnity Company Bond No. 5002495 in the amount of $50,000 per employee per loss with a deductible of $2,500.

(b) If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event, the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) SUBGRANTEE maintains a self-insured plan for general liability pursuant to Title I, Division 3.6 (commencing with Section 810) of the California Government Code for workers' compensation insurance pursuant to agreement with the California Workers' Compensation Insurance Fund and for automobile liability under a master policy for the State of California pursuant to Division 9, Chapter 1 (commencing with Section 17000) of the California Vehicle Code.

(b) If the coverages in (a) above cease to be applicable during the term of this agreement, SUBGRANTEE shall immediately notify PRIME SPONSOR and will secure equivalent coverage unless this requirement is waived by PRIME SPONSOR.

33. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

34. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. Wherefore, the parties have executed this SUBGRANT No. 81-101 .

35. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are attached hereto and incorporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

George P. DeMars.

(Signature of Authorized Officer)

GEORGE P. DeMARS

Vice-Chairman
Yolo County Board of Supervisors

(Title of Authorized Officer)

State of California/EDD
State CETA Office

(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

APR 2 3 1981 19

(Date)

LUPE DE LA CRUZ, Director
State CETA Office

(Title of Authorized Officer)

FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 20-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

State of California/EDD
State CETA Office

Name of Subgrantee

Authorized Signature
LUPE DE LA CRUZ, Director
State CETA Office

APR 2 3 1981

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:

   a. It will comply wity the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and Pl 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.

   c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.

   d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).

   e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.

   f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

   g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.

   i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

any Agreement pursuent hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

(a) All employees of SUBGRANTEE are covered by Harford Accident and Indemnity Company Bond No. 5002495 in the amount of $50,000 per employee per loss with a deductible of $2,500.

(b) If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event, the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) SUBGRANTEE maintains a self-insured plan for general liability pursuant to Title I, Division 3.6 (commencing with Section 810) of the California Government Code for workers' compensation insurance pursuant to agreement with the California Workers' Compensation Insurance Fund and for automobile liability under a master policy for the State of California pursuant to Division 9, Chapter 1 (commencing with Section 17000) of the California Vehicle Code.

(b) If the coverages in (a) above cease to be applicable during the term of this agreement, SUBGRANTEE shall immediately notify PRIME SPONSOR and will secure equivalent coverage unless this requirement is waived by PRIME SPONSOR.

f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).

g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the appliable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary whall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

State of California/EDD
State CETA Office
(Legal Name of SUBGRANTEE)

APR 2 1981
(Date) 19

(Signature of Authorized Officer)

LUPE DE LA CRUZ, Director
State CETA Office
(Title of Authorized Officer)

EXHIBIT A

CETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

AFFIRMATIVE ACTION PLAN

Approved By:

Board of Supervisors

of the County of Yolo

July 31, 1979

POLICY STATEMENT

ENGLISH & SPANISH

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.

B. Establish a monitoring system of all employment practices related to the employment of women and minorities.

C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.

D. Insure that all employees have equal opportunities and equal treatment.

E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.

F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

Date: _____

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date: _____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objectivo de ésta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitative y empleo a todas las personas basandose en sus méritos y aptitud; el prohibor la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja ffsica o mental, religión, afiliacion polftica o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén respresentados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Tftulo VI del Decreto de Derecho Civil de 1964 (enmendada pro el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las accions especificas requeridas por esta plan incluiran:

A. Empleo de personas de las minorfas y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.

B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorfas y mujeres.

C. Establecer objetivos especfficos, guías y registros para así determinar el éxito o la falla en el cumplimiento de las leyes que prohiben la discriminacion.

D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.

E. Asegurar que se apliquen medidas disciplinaries en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.

F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientatdos a las minorias y mujeres y asi mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sico delegada al Administrador Ejecutive, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha: _____

Fecha: _____

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

ROLES AND RESPONSIBILITIES

General guidelines for implementation of the Affirmative Action Program of the County of Yolo Employment and Training Administration (herein referred to as Agency) have been established within the existing organizational structure. They outline the roles and responsibilities at various levels of the program.

A. The County Administrative Officer

The primary responsibility for the Affirmative Action Program rests with the County Administrative Officer, but an Affirmative Action Officer is appointed to administer the Affirmative Action Program. The Affirmative Action Officer will report to the County Administrative Officer. The Affirmative Action Officer for the County of Yolo Employment and Training Administration shall be the Affirmative Action Officer for Yolo County.

B. Affirmative Action Officer

The Affirmative Action Officer is required to:

1. Advise the County Administrative Officer on the preparation of plans, procedures, regulations, reports and other matters pertaining to the agency's EEO Program.

2. Evaluate quarterly the sufficiency of the agency's EEO Program and submit evaluations to the County Administrative Officer with recommendations for improvement or correction, including recommendation for remedial or disciplinary action of managerial or supervisory employees who have failed in their responsibilities under the EEO Program.

3. Propose changes in YCETA programs and procedures to eliminate discriminating practices and improve the EEO Program.

4. Provide a system for counseling an aggrieved employee or applicant for employment who believes that he/she has been discriminated against because of age, sex, race, national origin, religion, beliefs, mental or physical handicap or political affiliation and attempt to resolve informally the matter raised by the aggrieved person.

5. Have written documentation that sub-grantees and contractors are aware of YCETA's Affirmative Action Program and have specific staffing and service goals they must attain in furtherance of this overall program (see Attachment I).

ATTACHMENT 1

Instructions for Subgrantees &
Contractors in complying with
Affirmative Action Plan

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

TO: ALL YCETA SUB-AGENTS

FROM: YCETA AFFIRMATIVE ACTION OFFICER

SUBJECT: AFFIRMATIVE ACTION PROGRAM AS SPECIFIED IN SUBCONTRACT

In accordance with the above reference, all County of Yolo Employment and Training Administration Program Agents and Sub-Contractors are required to submit Affirmative Action Plans and Grievance Procedures which will be in accordance with DOL and CETA regulations. These plans must meet the specific staffing and service goals in furtherance of YCETA's Affirmative Action Plan. Enclosed you will find YCETA's Affirmative Action Plan. It is requested:

1. That you read YCETA's Affirmative Action Plan and sign the enclosed for testifying to the fact that you are willing to aid us in compliance.

2. That you submit an Affirmative Action Plan for your staff and program participants.

3. That you make an Affirmative Action Report on your staff and participants on a quarterly basis (form enclosed).

I. COMPLIANCE STATEMENT

I, LUPE DE LA CRUZ, AM RESPONSIBLE FOR

State of California/EDD
State CETA Office
NAME OF SUBAGENT AFFIRMATIVE ACTION PLAN,

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL COMPLIANCE OF THE PLAN.

Lupe D. La Cruz

SIGNATURE OF THE PERSON RESPONSIBLE

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: IID

CONTRACT NO.

[X] ORGINAL [ ] REVISION NO.

DATE 9-16-80

Subgrantee Name and Address:
State CETA Office for Dept. of Health Services
744 P Street
Sacramento, CA 95814

Contact Person: Irene R. Maslow
Phone 445-1154
Period: From 10-01-80 To 9-30-81
Program Name:

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.						2,397			2,397
NOV.						2,397			2,397
DEC.						2,397			2,397
JAN.						2,397			2,397
FEB.						2,397			2,397
MAR.						2,397			2,397
APR.						2,397			2,397
MAY						2,511			2,511
JUNE						2,511			2,511
JULY						2,511			2,511
AUG.						2,730			2,730
SEPT.						2,730			2,730
TOTAL						2,730			2,730
						30,105			30,105

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.			2,274	123				2,397
NOV.			2,274	123				2,397
DEC.			2,274	123				2,397
JAN.			2,274	123				2,397
FEB.			2,274	123				2,397
MAR.			2,274	123				2,397
APR.			2,388	123				2,511
MAY			2,388	123				2,511
JUNE			2,388	123				2,511
JULY			2,604	126				2,730
AUG.			2,604	126				2,730
SEPT.			2,604	126				2,730
TOTAL			28,620	1,485				30,105

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

LUPE DE LA CRUZ, Director
St te CETA Office
Name and Title of Authorized Official

Signature

For CETA Approval Only:

Fiscal Officer — Date 9/1/81

Margaret J. Sheldon
CETA Director — Date 9/3/81

YC 105 (10-79)

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: State CETA Office for Department of Health Services
2. Title VI Project Name:
3. Position Title: Assistant Clerk
4. Date Submitted: 9-16-80

	5. Actual Costs	6. Federal Costs
7. Total Salary Per Month	$	$ 758.00
a. Base Salary	$	$ 758.00
b. Additional Holiday Pay	$	$ -
c. Additional Shify Differential Pay	$	$ -
8. Overtime Pay	$	$ -
9. Fringe Benefits	$	$
a. Social Security....._____%	$	$ -
b. Medical Insurance	$	$ 39.57
c. Dental Plan	$	$ -
d. Uniform Allowance	$	$ -
e. Workers' Compensation		
Rate X Expenience Rating X (Salary ÷ 100)		
___ X .0022 X $7.58 = ...	$	$ 1.67
f. Mileage		
_____miles @ _____per mile.....	$	$ -
g. Other (specify)		
_____	$	$ -
	$	$ -
10. Total Fringe Benefits Cost	$	$ 41.24
11. Total Position Cost	$	$ 799.24
12. Anticipated Salary Increases		
a. Cost of Living		
9 % Effective Date 7-1-81	$	$ 71.64
_____% Effective Date _____	$	$
b. Step Increases		
5 % Effective Date 4-1-81	$	$ 37.90
_____% Effective Date _____	$	$
13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)		
a. Wages	$	$ 28,620.00
b. Fringe Benefits	$	$ 1,485.00
c. Total	$	$ 30,105.00

14. Number of Positions Being Requested 3.

15. Preparded By: Christina Crist

PRIME SPONSOR SIGNIFICANT SEGMENT GOALS

FOR PUBLIC SERVICE EMPLOYMENT

The Prime Sponsor is required to establish goals for the representation of groups identified by age, sex, ethnicity, and hardship which are reflective of those segments in the community and eligible for CETA services. The following goals have been established for Fiscal Year 1981 Public Service Employment activities:

Female	-	55%
Male	-	45%
14-19	-	5%
20-21	-	17%
22-44	-	67%
45-54	-	7%
55+	-	4%
American Indian/ Alaskan Native	-	2%
Asian/Pacific Islander	-	3%
Black	-	4%
Hispanic	-	30%
White	-	61%
Handicapped	-	5%

The Subgrantee agrees, insofar as possible through affirmative action, to assist the Prime Sponsor in attaining these goals through selection of Public Service Employment participants who reflect the age, sex, and ethnic diversity of the eligible population in Yolo County.

Authorized Signature

LUPE DE LA CRUZ, Director
State CETA Office

APR 2 3 1981

Date

COUNTY OF YOLO

EDD Reg. #81000558

Subgrant Signature Sheet

Title IID

Agreement/ Subgrant No. 81-102

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	State CETA Office

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and the State CETA Office hereinafter referred to as SUBGRANTEE.

The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED
MAY 14 1981
PETER McNAMEE, Clerk
By _____, Deputy

PROGRAM : State CETA Office for Department of Mental Health

MAILING ADDRESS : 800 Capitol Mall, MIC 77

CITY & STATE : Sacramento, CA 95814 PHONE : 445-1682

PROGRAM DIRECTOR : Kathy Sage

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on 10-01-80.

The term of the SUBGRANT shall end on 09-30-81.

The total amount of the SUBGRANT is $30,105.00.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature	By Signature
Name and Title: LUPE DE LA CRUZ, Director, State CETA Office	Name and Title: GEORGE P. DeMARCE—Chairman, Yolo County Board of Supervisors
Date: APR 23 1981	Date: MAY 12 1981

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of October 1980, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the State CETA Office _____ hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 676 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Providing job training and employment opportunitites for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

   (e) Advising all participants of their rights and responsibilities

prior to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR § 676.83, 676.84, and 676.86;

(f) Making maximum efforts to achieve the provision of the plan.

2. The STate CETA Office for Department of Mental Health is by virtue of this agreement a SUBGRANTEE of Yolo County under CETA, within the jurisdiction of Yolo County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 679 and 680

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Code of Federal Regulations - 5 CFR Part 900

(f) CFR Assurances and Certifications

(g) Exhibit A - CETA Affirmative Action Plan

(h) Operating Budget

(i) Prime Sponsor Significant Segment Goals for Public Service Employment

(j)

(k)

(l)

(m)

(n)

(o)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 01, 1980, and shall end September 30, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 30,105.00, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

subgrant, inculding the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any upaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all otherpertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b), all costs incurred by PRIME SPONSOR based upon representations of SUBGRANTEE, including but not limited to situations where PRIME SPONSOR pays wages, allowances, or other benefits to particpants or other contractors based on SUBGRANTEE's reporting of hours worked, training attended, or services provided, and (c) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U.S. Department of Labor, including but not limited to to CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' participation in a CETA program

shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the general government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual." Except in a case where a fixed unit cost for reimbursement is specified in this SUBGRANT as the method for reimbursement.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, supportive services,

classroom training costs, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT. The SUBGRANTEE also understands and agrees that the PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives has the right to make unannounced visits to the SUBGRANTEES facilities to observe, audit and/or monitor all conditions and activities involved in the performance of this agreement.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension or Disallowance of Payments

PRIME SPONSOR may at any time elect to disallow cost of SUBGRANTEE in while or part or to demand repayment under this Agreement in the event of any of the following occurrences to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this Agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

The PRIME SPONSOR may further elect to offset against or suspend payment in the event any of the occurrences listed above in items 6.(a) through 6.(f) is confirmed by the U. S. Department of Labor's Region IX Employment and Training or by the Region IX Office of the Inspector General or by an independent auditor.

7. Waiver of Statute of Limitations

The County of Yolo is subject to fiscal and compliance audits required by the U. S. Department of Labor which include the performance of SUBGRANTEE under this subgrant, and the County of Yolo may incur liability to the U. S. Department of Labor for the SUBGRANTEE's performance of this subgrant. Past experience indicates that controversies with the U. S. Department of Labor may not be resolved within the period of the statute of limitations on actions by County of Yolo against subgrantee arising out of subgrantee's performance or non-performance of and compliance with the terms of this subgrant. In consideration of the promises of the County of Yolo herein, SUBGRANTEE promises not to plead the statute of limitations in any action brought against it by the County of Yolo arising out of this subgrant or its performance or non-performance or compliance with its terms or conditions, and subgrantee agrees that it shall and hereby does waive any defense that it may have against such suit by virtue of any statue of limitations; provided, however, that such suit shall be brought, if at all, on or before the expiration of two years after final determination of any controversy between the County of Yolo and the U. S. Department of Labor (including any litigation arising therefrom), and further provided that such suit shall be brought, if at all, on or before the expiration of four years after the statute of limitation otherwise

prescribed by law.

8. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR terminate this SUBGRANT.

9. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clasue

(a) In contemplation of the provisions of Section 895.4, California Government Code, each party hereto agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from the acts or omissions of

the indemnifying party.

(b) (1) SUBGRANTEE will indemnify the PRIME SPONSOR for any repayment of funds made by the PRIME SPONSOR to the United States Department of Labor at the request of the GRANT OFFICER after determination that such repayment is required from the PRIME SPONSOR due to disallowed expenditures by SUBGRANTEE. The GRANT OFFICER's determination as to the necessity for any such repayment shall be conclusive as between the PRIME SPONSOR and SUBGRANTEE unless set aside by a court of competent jurisdiction in accordance with 29 United States Code Section 817(b) (Section 197(b) of the Comprehensive Employment and Training Act Amendments of 1978).

(2) When the GRANT OFFICER makes an initial determination as specified by 20 CRF Section 676.88(a), to disallow a cost against PRIME SPONSOR that may result in a cost being disallowed against SUBGRANTEE, PRIME SPONSOR shall notify SUBGRANTEE and offer SUBGRANTEE the opportunity to participate in the dispute resolution process contained in Subpart F of 20 CRF Part 676. If SUBGRANTEE declines to contest the GRANT OFFICER's initial determination, PRIME SPONSOR shall not be obligated to appeal the GRANT OFFICER's final determination.

(c) If the PRIME SPONSOR makes a determination that a cost incurred by SUBGRANTEE is disallowed, SUBGRANTEE shall indemnify PRIME SPONSOR for such cost when the disallowance becomes final with the meaning of Subpart F - Complaints, Investigations and Sanctions of 20 CFR Part 676.

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11. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discripline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

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(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE Under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

12. Monthly Report

Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

13. Procedures for Correction Action

(a) Whenever the PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the PRIME SPONSOR may order corrective action.

(b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE a written notice setting forth the nature of SUBGRANTEE's non-compliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the PRIME SPONSOR for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the PRIME SPONSOR may recommend that the Governing Body terminate this SUBGRANTEE.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the PRIME SPONSOR shall be empowered, without consultation with the Governing Body, but with confirmation by the U. S. Department of Labor's Region IX Employment and Training or by the Region IX Office of the Inspector General to suspend or delay any and all payments under this SUBGRANT until such failure is rectified or the PRIME SPONSOR may recommend that the Governing Body terminate this SUBGRANT.

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14. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.

(b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

15. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP. SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this secion shall apply.

(c) SUBGRANTEE shall make quarterly reports on the expenditure of this

income on forms which indicate balance of program income carried forward, program income of report quarter, expenditures of program income, and quarter end balance.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

16. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

17. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

18. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to

authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

19. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial

perface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the United States Federal Department of Labor. YOLO COUNTY and the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under TITLES II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE understands that all personnel policies and practices shall be subject to validation in accordance with the Federal Uniform Guidelines on Employee Selection procedures dated August 25, 1978.

22. Assignments and Subletting

No performance of this agreement or any portion thereof may be assigned or subcontracted by SUBGRANTEE without the express written consent of the PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign or subcontract any performance of this agreement without the express written consent of the PRIME SPONSOR or his designee shall be null and void and shall constitute a breach of this agreement. Whenever

the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

23. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

24. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

25. Successors

This SUBGRANTEE shall bind and inure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

26. Clear Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

27. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuent hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

(a) All employees of SUBGRANTEE are covered by Harford Accident and Indemnity Company Bond No. 5002495 in the amount of $50,000 per employee per loss with a deductible of $2,500.

(b) If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event, the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) SUBGRANTEE maintains a self-insured plan for general liability pursuant to Title I, Division 3.6 (commencing with Section 810) of the California Government Code for workers' compensation insurance pursuant to agreement with the California Workers' Compensation Insurance Fund and for automobile liability under a master policy for the State of California pursuant to Division 9, Chapter 1 (commencing with Section 17000) of the California Vehicle Code.

(b) If the coverages in (a) above cease to be applicable during the term of this agreement, SUBGRANTEE shall immediately notify PRIME SPONSOR and will secure equivalent coverage unless this requirement is waived by PRIME SPONSOR.

under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under TITLES II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE understands that all personnel policies and practices shall be subject to validation in accordance with the Federal Uniform Guidelines on Employee Selection procedures dated August 25, 1978.

22. Assignments and Subletting

No performance of this agreement or any portion thereof may be assigned or subcontracted by SUBGRANTEE without the express written consent of the PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign or subcontract any performance of this agreement without the express written consent of the PRIME SPONSOR or his designee shall be null and void and shall constitute a breach of this agreement. Whenever

FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 20-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

State of California/EDD
State CETA Office

Name of Subgrantee

Authorized Signature
LUPE DE LA CRUZ, Director
State CETA Office

APR 23 1981

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:

   a. It will comply wity the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and Pl 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.

   c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.

   d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).

   e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.

   f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

   g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.

   i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a sub-contractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:

a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.

b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).

g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the appliable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary whall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

State of California/EDD
State CETA Office
(Legal Name of SUBGRANTEE)

APR 2 3 1981 19
(Date)

(Signature of Authorized Officer)

LUPE DE LA CRUZ, Director
State CETA Office
(Title of Authorized Officer)

EXHIBIT A

CETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

AFFIRMATIVE ACTION PLAN

Approved By:

Board of Supervisors

of the County of Yolo

July 31, 1979

POLICY STATEMENT

ENGLISH & SPANISH

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.

B. Establish a monitoring system of all employment practices related to the employment of women and minorities.

C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.

D. Insure that all employees have equal opportunities and equal treatment.

E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.

F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

Date:_____

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date:_____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objectivo de ésta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitative y empleo a todas las personas basandose en sus méritos y aptitud; el prohibor la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliacion política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén respresentados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada pro el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las accions especificas requeridas por esta plan incluiran:

A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.

B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.

C. Establecer objetivos específicos, guías y registros para asi determinar el éxito o la falla en el cumplimiento de las leyes que prohiben la discriminacion.

D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.

E. Asegurar que se apliquen medidas disciplinaries en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.

F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientatdos a las minorias y mujeres y asi mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sico delegada al Administrador Ejecutive, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha:_____

Fecha:_____

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

ROLES AND RESPONSIBILITIES

General guidelines for implementation of the Affirmative Action Program of the County of Yolo Employment and Training Administration (herein referred to as Agency) have been established within the existing organizational structure. They outline the roles and responsibilities at various levels of the program.

A. The County Administrative Officer

The primary responsibility for the Affirmative Action Program rests with the County Administrative Officer, but an Affirmative Action Officer is appointed to administer the Affirmative Action Program. The Affirmative Action Officer will report to the County Administrative Officer. The Affirmative Action Officer for the County of Yolo Employment and Training Administration shall be the Affirmative Action Officer for Yolo County.

B. Affirmative Action Officer

The Affirmative Action Officer required to:

1. Advise the County Administrative Officer on the preparation of plans, procedures, regulations, reports and other matters pertaining to the agency's EEO Program.

2. Evaluate quarterly the sufficiency of the agency's EEO Program and submit evaluations to the County Administrative Officer with recommendations for improvement or correction, including recommendation for remedial or disciplinary action of managerial or supervisory employees who have failed in their responsibilities under the EEO Program.

3. Propose changes in YCETA programs and procedures to eliminate discriminating practices and improve the EEO Program.

4. Provide a system for counseling an aggrieved employee or applicant for employment who believes that he/she has been discriminated against because of age, sex, race, national origin, religion, beliefs, mental or physical handicap or political affiliation and attempt to resolve informally the matter raised by the aggrieved person.

5. Have written documentation that sub-grantees and contractors are aware of YCETA's Affirmative Action Program and have specific staffing and service goals they must attain in furtherance of this overall program (see Attachment I).

ATTACHMENT 1

Instructions for Subgrantees &
Contractors in complying with
Affirmative Action Plan

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

TO: ALL YCETA SUB-AGENTS

FROM: YCETA AFFIRMATIVE ACTION OFFICER

SUBJECT: AFFIRMATIVE ACTION PROGRAM AS SPECIFIED IN SUBCONTRACT

In accordance with the above reference, all County of Yolo Employment and Training Administration Program Agents and Sub-Contractors are required to submit Affirmative Action Plans and Grievance Procedures which will be in accordance with DOL and CETA regulations. These plans must meet the specific staffing and service goals in furtherance of YCETA's Affirmative Action Plan. Enclosed you will find YCETA's Affirmative Action Plan. It is requested:

1. That you read YCETA's Affirmative Action Plan and sign the enclosed for testifying to the fact that you are willing to aid us in compliance.

2. That you submit an Affirmative Action Plan for your staff and program participants.

3. That you make an Affirmative Action Report on your staff and participants on a quarterly basis (form enclosed).

I. COMPLIANCE STATEMENT

I, LUPE DE LA CRUZ, AM RESPONSIBLE FOR

State of California/EDD
State CETA Office
NAME OF SUBAGENT AFFIRMATIVE ACTION PLAN,

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL COMPLIANCE OF THE PLAN.

Lupe D. De La Cruz

SIGNATURE OF THE PERSON RESPONSIBLE

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
505 First Street, Woodland, Calif[illegible] 95695

CETA OPERATING BUDGET

TITLE: IID

CONTRACT NO.

☐ ORGINAL ☐ REVISION NO. DATE 9-16-80

Subgrantee Name and Address:
State CETA Office for Dept. of Mental Health
2260 Pk. Towne Circle
Sacramento, CA 95814

Contact Person: Donald Parks
Phone 445-1682
Period: From 10-01-80 To 9-30-81
Program Name:

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.						2,397			2,397
NOV.						2,397			2,397
DEC.						2,397			2,397
JAN.						2,397			2,397
FEB.						2,397			2,397
MAR.						2,397			2,397
APR.						2,397			2,397
MAY						2,511			2,511
JUNE						2,511			2,511
JULY						2,511			2,511
AUG.						2,730			2,730
SEPT.						2,730			2,730
TOTAL						2,730			2,730
						30,105			30,105

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.			2,274	123				2,397
NOV.			2,274	123				2,397
DEC.			2,274	123				2,397
JAN.			2,274	123				2,397
FEB.			2,274	123				2,397
MAR.			2,274	123				2,397
APR.			2,274	123				2,397
MAY			2,388	123				2,511
JUNE			2,388	123				2,511
JULY			2,388	123				2,511
AUG.			2,604	126				2,730
SEPT.			2,604	126				2,730
TOTAL			2,604	126				2,730
			28,620	1,485				30,105

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

LUPE DE L. CRUZ, Director
State CETA Office
Name and Title of Authorized Official

Signature

For CETA Approval Only:

Fiscal Officer — Date

Margaret J. Nelson — 9/30/81
CETA Director — Date

YC 106 (10-79)

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: State CETA Office for Department of Mental Health
2. Title VI Project Name:
3. Position Title: Assistant Clerk
4. Date Submitted: 9-16-80

	5. Actual Costs	6. Federal Costs
7. Total Salary Per Month	$	$ 758.00
a. Base Salary	$	$ 758.00
b. Additional Holiday Pay	$	$ -
c. Additional Shify Differential Pay	$	$ -
8. Overtime Pay	$	$ -
9. Fringe Benefits	$	$
a. Social Security....._____% .....$	$	$ -
b. Medical Insurance	$	$ 39.57
c. Dental Plan	$	$ -
d. Uniform Allowance	$	$ -
e. Workers'Compensation		
Rate X Expenience Rating X (Salary ÷ 100)		
____ X .0022 X $7.58 = ...$	$	$ 1.67
f. Mileage		
_____miles @ _____per mile.....$	$	$ -
g. Other (specify)		
	$	$ -
_____	$	$ -
10. Total Fringe Benefits Cost	$	$ 41.24
11. Total Position Cost	$	$ 799.24
12. Anticipated Salary Increases		
a. Cost of Living		
9 % Effective Date 7-1-81	$	$ 71.64
_____% Effective Date _____	$	$
b. Step Increases		
5 % Effective Date 4-1-81	$	$ 37.90
_____% Effective Date _____	$	$
13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)		
a. Wages	$	$ 28,620
b. Fringe Benefits	$	$ 1,485
c. Total	$	$ 30,105

14. Number of Positions Being Requested 3.

15. Preparded By: Christina Crist

(YC 101)

PRIME SPONSOR SIGNIFICANT SEGMENT GOALS
FOR PUBLIC SERVICE EMPLOYMENT

The Prime Sponsor is required to establish goals for the representation of groups identified by age, sex, ethnicity, and hardship which are reflective of those segments in the community and eligible for CETA services. The following goals have been established for Fiscal Year 1981 Public Service Employment activities:

Female	-	55%
Male	-	45%
14-19	-	5%
20-21	-	17%
22-44	-	67%
45-54	-	7%
55+	-	4%
American Indian/ Alaskan Native	-	2%
Asian/Pacific Islander	-	3%
Black	-	4%
Hispanic	-	30%
White	-	61%
Handicapped	-	5%

The Subgrantee agrees, insofar as possible through affirmative action, to assist the Prime Sponsor in attaining these goals through selection of Public Service Employment participants who reflect the age, sex, and ethnic diversity of the eligible population in Yolo County.

Authorized Signature
LUPE DE LA CRUZ, Director
State CETA Office

APR 2 3 1981
Date

I. COMPLIANCE STATEMENT

I, LUPE DE LA CRUZ, AM RESPONSIBLE FOR

State of California/EDD
State CETA Office
NAME OF SUBAGENT AFFIRMATIVE ACTION PLAN,

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL COMPLIANCE OF THE PLAN.

Lupe D. De La Cruz

SIGNATURE OF THE PERSON RESPONSIBLE

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of October 1980, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the State CETA Office, Department of Social Services hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 676 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Providing job training and employment opportunitites for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

   (e) Advising all participants of their rights and responsibilities

prior to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR § 676.83, 676.84, and 676.86;

(f) Making maximum efforts to achieve the provision of the plan.

2. The State CETA Office, Department of Social Services is by virtue of this agreement a SUBGRANTEE of Yolo County under CETA, within the jurisdiction of Yolo County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 679 and 680

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Code of Federal Regulations - 5 CFR Part 900

(f) CFR Assurances and Certifications

(g) Exhibit A - CETA Affirmative Action Plan

(h) Operating Budget

(i) Prime Sponsor Significant Segment Goals for Public Service Employment

(j)

(k)

(l)

(m)

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2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 01, 1980, and shall end September 30, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $131,292.00, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

subgrant, inculding the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any upaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all otherpertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b), all costs incurred by PRIME SPONSOR based upon representations of SUBGRANTEE, including but not limited to situations where PRIME SPONSOR pays wages, allowances, or other benefits to particpants or other contractors based on SUBGRANTEE's reporting of hours worked, training attended, or services provided, and (c) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U.S. Department of Labor, including but not limited to to CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' particpation in a CETA program

shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the general government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual." Except in a case where a fixed unit cost for reimbursement is specified in this SUBGRANT as the method for reimbursement.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, supportive services,

classroom training costs, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT. The SUBGRANTEE also understands and agrees that the PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives has the right to make unannounced visits to the SUBGRANTEES facilities to observe, audit and/or monitor all conditions and activities involved in the performance of this agreement.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension or Disallowance of Payments

PRIME SPONSOR may at any time elect to disallow cost of SUBGRANTEE in while or part or to demand repayment under this Agreement in the event of any of the following occurrences to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this Agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

The PRIME SPONSOR may further elect to offset against or suspend payment in the event any of the occurrences listed above in items 6.(a) through 6.(f) is confirmed by the U. S. Department of Labor's Region IX Employment and Training or by the Region IX Office of the Inspector General or by an independent auditor.

7. Waiver of Statute of Limitations

The County of Yolo is subject to fiscal and compliance audits required by the U. S. Department of Labor which include the performance of SUBGRANTEE under this subgrant, and the County of Yolo may incur liability to the U. S. Department of Labor for the SUBGRANTEE's performance of this subgrant. Past experience indicates that controversies with the U. S. Department of Labor may not be resolved within the period of the statute of limitations on actions by County of Yolo against subgrantee arising out of subgrantee's performance or non-performance of and compliance with the terms of this subgrant. In consideration of the promises of the County of Yolo herein, SUBGRANTEE promises not to plead the statute of limitations in any action brought against it by the County of Yolo arising out of this subgrant or its performance or non-performance or compliance with its terms or conditions, and subgrantee agrees that it shall and hereby does waive any defense that it may have against such suit by virtue of any statue of limitations; provided, however, that such suit shall be brought, if at all, on or before the expiration of two years after final determination of any controversy between the County of Yolo and the U. S. Department of Labor (including any litigation arising therefrom), and further provided that such suit shall be brought, if at all, on or before the expiration of four years after the statute of limitation otherwise

prescribed by law.

8. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR terminate this SUBGRANT.

9. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clasue

(a) In contemplation of the provisions of Section 895.4, California Government Code, each party hereto agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from the acts or omissions of

the indemnifying party.

(b) (1) SUBGRANTEE will indemnify the PRIME SPONSOR for any repayment of funds made by the PRIME SPONSOR to the United States Department of Labor at the request of the GRANT OFFICER after determination that such repayment is required from the PRIME SPONSOR due to disallowed expenditures by SUBGRANTEE. The GRANT OFFICER's determination as to the necessity for any such repayment shall be conclusive as between the PRIME SPONSOR and SUBGRANTEE unless set aside by a court of competent jurisdiction in accordance with 29 United States Code Section 817(b) (Section 197(b) of the Comprehensive Employment and Training Act Amendments of 1978).

(2) When the GRANT OFFICER makes an initial determination as specified by 20 CRF Section 676.88(a), to disallow a cost against PRIME SPONSOR that may result in a cost being disallowed against SUBGRANTEE, PRIME SPONSOR shall notify SUBGRANTEE and offer SUBGRANTEE the opportunity to participate in the dispute resolution process contained in Subpart F of 20 CRF Part 676. If SUBGRANTEE declines to contest the GRANT OFFICER's initial determination, PRIME SPONSOR shall not be obligated to appeal the GRANT OFFICER's final determination.

(c) If the PRIME SPONSOR makes a determination that a cost incurred by SUBGRANTEE is disallowed, SUBGRANTEE shall indemnify PRIME SPONSOR for such cost when the disallowance becomes final with the meaning of Subpart F - Complaints, Investigations and Sanctions of 20 CFR Part 676.

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11. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working contitions, discripline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

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(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE Under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

12. Monthly Report

Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

13. Procedures for Correction Action

(a) Whenever the PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the PRIME SPONSOR may order corrective action.

(b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE a written notice setting forth the nature of SUBGRANTEE's non-compliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the PRIME SPONSOR for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the PRIME SPONSOR may recommend that the Governing Body terminate this SUBGRANTEE.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the PRIME SPONSOR shall be empowered, without consultation with the Governing Body, but with confirmation by the U. S. Department of Labor's Region IX Employment and Training or by the Region IX Office of the Inspector General to suspend or delay any and all payments under this SUBGRANT until such failure is rectified or the PRIME SPONSOR may recommend that the Governing Body terminate this SUBGRANT.

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14. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.

(b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

15. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP. SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this secion shall apply.

(c) SUBGRANTEE shall make quarterly reports on the expenditure of this

income on forms which indicate balance of program income carried forward, program income of report quarter, expenditures of program income, and quarter end balance.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

16. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

17. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

18. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to

authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

19. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial

perface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the United States Federal Department of Labor. YOLO COUNTY and the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel.

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under TITLES II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE understands that all personnel policies and practices shall be subject to validation in accordance with the Federal Uniform Guidelines on Employee Selection procedures dated August 25, 1978.

22. Assignments and Subletting

No performance of this agreement or any portion thereof may be assigned or subcontracted by SUBGRANTEE without the express written consent of the PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign or subcontract any performance of this agreement without the express written consent of the PRIME SPONSOR or his designee shall be null and void and shall constitute a breach of this agreement. Whenever

the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

23. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

24. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

25. Successors

This SUBGRANTEE shall bind and inure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

26. Clear Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

27. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuent hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

(a) All employees of SUBGRANTEE are covered by Harford Accident and Indemnity Company Bond No. 5002495 in the amount of $50,000 per employee per loss with a deductible of $2,500.

(b) If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event, the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) SUBGRANTEE maintains a self-insured plan for general liability pursuant to Title I, Division 3.6 (commencing with Section 810) of the California Government Code for workers' compensation insurance pursuant to agreement with the California Workers' Compensation Insurance Fund and for automobile liability under a master policy for the State of California pursuant to Division 9, Chapter 1 (commencing with Section 17000) of the California Vehicle Code.

(b) If the coverages in (a) above cease to be applicable during the term of this agreement, SUBGRANTEE shall immediately notify PRIME SPONSOR and will secure equivalent coverage unless this requirement is waived by PRIME SPONSOR.

33. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

34. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. Wherefore, the parties have executed this SUBGRANT No. 81-103.

35. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are attached hereto and incorporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

(Signature of Authorized Officer)

GEORGE P. DeMARS

Vice-Chairman
Yolo County Board of Supervisors

(Title of Authorized Officer)

State of California/EDD
State CETA Office

(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

APR 2 3 1981 19

(Date)

LUPE DE LA CRUZ, Director
State CETA Office

(Title of Authorized Officer)

FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 20-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

State of California/EDD
State CETA Office

Name of Subgrantee

Authorized Signature
LUPE DE LA CRUZ, Director
State CETA Office

APR 2 3 1981

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:

   a. It will comply wity the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and Pl 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.

   c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.

   d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).

   e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.

   f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

   g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.

   i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a sub-contractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:

a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.

b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).

g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the appliable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary whall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

State of California/EDD
State CETA Office
(Legal Name of SUBGRANTEE)

APR 2 7 1981
(Date) 19

(Signature of Authorized Officer)

LUPE DE LA CRUZ, Director
State CETA Office
(Title of Authorized Officer)

EXHIBIT A

CETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

AFFIRMATIVE ACTION PLAN

Approved By:

Board of Supervisors

of the County of Yolo

July 31, 1979

POLICY STATEMENT

ENGLISH & SPANISH

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.

B. Establish a monitoring system of all employment practices related to the employment of women and minorities.

C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.

D. Insure that all employees have equal opportunities and equal treatment.

E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.

F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

Date: _____

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date: _____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objectivo de ésta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitative y empleo a todas las personas basandose en sus méritos y aptitud; el prohibor la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliacion política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén respresentados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada pro el Decréto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las accions especificas requeridas por esta plan incluiran:

A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.

B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.

C. Establecer objetivos específicos, guías y registros para así determinar el éxito o la falla en el cumplimiento de las leyes que prohiben la discriminacion.

D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.

E. Asegurar que se apliquen medidas disciplinaries en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.

F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientatdos a las minorias y mujeres y asi mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sico delegada al Administrador Ejecutive, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha: _____

Fecha: _____

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

ROLES AND RESPONSIBILITIES

General guidelines for implementation of the Affirmative Action Program of the County of Yolo Employment and Training Administration (herein referred to as Agency) have been established within the existing organizational structure. They outline the roles and responsibilities at various levels of the program.

A. The County Administrative Officer

The primary responsibility for the Affirmative Action Program rests with the County Administrative Officer, but an Affirmative Action Officer is appointed to administer the Affirmative Action Program. The Affirmative Action Officer will report to the County Administrative Officer. The Affirmative Action Officer for the County of Yolo Employment and Training Administration shall be the Affirmative Action Officer for Yolo County.

B. Affirmative Action Officer

The Affirmative Action Officer is required to:

1. Advise the County Administrative Officer on the preparation of plans, procedures, regulations, reports and other matters pertaining to the agency's EEO Program.

2. Evaluate quarterly the sufficiency of the agency's EEO Program and submit evaluations to the County Administrative Officer with recommendations for improvement or correction, including recommendations for remedial or disciplinary action of managerial or supervisory employees who have failed in their responsibilities under the EEO Program.

3. Propose changes in YCETA programs and procedures to eliminate discriminating practices and improve the EEO Program.

4. Provide a system for counseling an aggrieved employee or applicant for employment who believes that he/she has been discriminated against because of age, sex, race, national origin, religion, beliefs, mental or physical handicap or political affiliation and attempt to resolve informally the matter raised by the aggrieved person.

5. Have written documentation that sub-grantees and contractors are aware of YCETA's Affirmative Action Program and have specific staffing and service goals they must attain in furtherance of this overall program (see Attachment I).

ATTACHMENT 1

Instructions for Subgrantees &
Contractors in complying with
Affirmative Action Plan

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

TO: ALL YCETA SUB-AGENTS

FROM: YCETA AFFIRMATIVE ACTION OFFICER

SUBJECT: AFFIRMATIVE ACTION PROGRAM AS SPECIFIED IN SUBCONTRACT

In accordance with the above reference, all County of Yolo Employment and Training Administration Program Agents and Sub-Contractors are required to submit Affirmative Action Plans and Grievance Procedures which will be in accordance with DOL and CETA regulations. These plans must meet the specific staffing and service goals in furtherance of YCETA's Affirmative Action Plan. Enclosed you will find YCETA's Affirmative Action Plan. It is requested:

1. That you read YCETA's Affirmative Action Plan and sign the enclosed for testifying to the fact that you are willing to aid us in compliance.

2. That you submit an Affirmative Action Plan for your staff and program participants.

3. That you make an Affirmative Action Report on your staff and participants on a quarterly basis (form enclosed).

I. COMPLIANCE STATEMENT

I, LUPE DE LA CRUZ, AM RESPONSIBLE FOR

State of California/EDD
State CETA Office
NAME OF SUBAGENT AFFIRMATIVE ACTION PLAN,

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL COMPLIANCE OF THE PLAN.

SIGNATURE OF THE PERSON RESPONSIBLE

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
50 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: IID

CONTRACT NO.

[X] ORGINAL [ ] REVISION NO. DATE 9-16-80

Subgrantee Name and Address:
State CETA Office - Dept. of Social Services
744 P Street
Sacramento, CA 95814

Contact Person: Manuel Guerra
Phone 322-1759
Period: From 10-01-80 To 09-30-81
Program Name:

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.						10,488			10,488
NOV.						10,488			10,488
DEC.						10,488			10,488
JAN.						10,488			10,488
FEB.						10,488			10,488
MAR.						10,488			10,488
APR.						10,488			10,488
MAY						10,956			10,956
JUNE						10,956			10,956
JULY						10,956			10,956
AUG.						11,832			11,832
SEPT.						11,832			11,832
TOTAL						11,832			11,832
						131,292			131,292

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.			9,096	1,392				10,488
NOV.			9,096	1,392				10,488
DEC.			9,096	1,392				10,488
JAN.			9,096	1,392				10,488
FEB.			9,096	1,392				10,488
MAR.			9,096	1,392				10,488
APR.			9,552	1,404				10,956
MAY			9,552	1,404				10,956
JUNE			9,552	1,404				10,956
JULY			10,416	1,416				11,832
AUG.			10,416	1,416				11,832
SEPT.			10,416	1,416				11,832
TOTAL			114,480	16,812				131,292

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

LUPE DE LA CRUZ, Director
State CETA Office
Name and Title of Authorized Official

Signature

YC 106 (10-79)

For CETA Approval Only:

Fiscal Officer — Date 4/13/81

Margaret L. Sheldon
CETA Director — Date 4/13/81

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: State CETA Office - Department of Social Services
2. Title VI Project Name:
3. Position Title: Assistant Clerk
4. Date Submitted: 9-16-80

	5. Actual Costs	6. Federal Costs
7. Total Salary Per Month	$	$ 758.00
a. Base Salary	$	$ 758.00
b. Additional Holiday Pay	$	$ -
c. Additional Shify Differential Pay	$	$ -
8. Overtime Pay	$	$ -
9. Fringe Benefits	$	$ -
a. Social Security..... 6.13 %	$	$ 114.46
b. Medical Insurance	$	$ -
c. Dental Plan	$	$ -
d. Uniform Allowance	$	$
e. Workers'Compensation		
Rate X Expenience Rating X (Salary ÷ 100)		
____ X _____ X _____ = ...	$	$ 1.67
f. Mileage		
_____ miles @ _____ per mile.....	$	$ -
g. Other (specify)		
_____	$	$ -
_____	$	$ -
10. Total Fringe Benefits Cost	$	$ 116.13
11. Total Position Cost	$	$ 874.13
12. Anticipated Salary Increases		
a. Cost of Living		
9 % Effective Date 07-01-81	$	$ 71.64
_____ % Effective Date _____	$	$
b. Step Increases		
5 % Effective Date 04-01-81	$	$ 37.90
_____ % Effective Date _____	$	$
13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)		
a. Wages	$	$ 114,480
b. Fringe Benefits	$	$ 16,812
c. Total	$	$ 131,292

14. Number of Positions Being Requested 12

15. Preparded By: Christina Crist

PRIME SPONSOR SIGNIFICANT SEGMENT GOALS
FOR PUBLIC SERVICE EMPLOYMENT

The Prime Sponsor is required to establish goals for the representation of groups identified by age, sex, ethnicity, and hardship which are reflective of those segments in the community and eligible for CETA services. The following goals have been established for Fiscal Year 1981 Public Service Employment activities:

Female	-	55%
Male	-	45%
14-19	-	5%
20-21	-	17%
22-44	-	67%
45-54	-	7%
55+	-	4%
American Indian/ Alaskan Native	-	2%
Asian/Pacific Islander	-	3%
Black	-	4%
Hispanic	-	30%
White	-	61%
Handicapped	-	5%

The Subgrantee agrees, insofar as possible through affirmative action, to assist the Prime Sponsor in attaining these goals through selection of Public Service Employment participants who reflect the age, sex, and ethnic diversity of the eligible population in Yolo County.

Authorized Signature
LUPE DE LA CRUZ, Director
State CETA Office

APR 2 3 1981
Date

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
50 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: IID

CONTRACT NO.

[X] ORGINAL [ ] REVISION NO.

DATE 9-16-80

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State CETA Office - Dept. of Social Services
744 P Street
Sacramento, CA 95814

Contact Person: Manuel Guerra
Phone 322-1759
Period: From 10-01-80 To 09-30-81
Program Name:

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MAY						10,956			10,956
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TOTAL			114,480	16,812				131,292

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

LUPE DE LA CRUZ, Director
State CETA Office
Name and Title of Authorized Official

Signature

For CETA Approval Only:

Fiscal Officer — Date

CETA Director — Date 4/10/80

YC 106 (10-79)

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: State CETA Office - Department of Social Services
2. Title VI Project Name:
3. Position Title: Assistant Clerk
4. Date Submitted: 9-16-80

		5. Actual Costs	6. Federal Costs
7.	Total Salary Per Month	$	$ 758.00
	a. Base Salary	$	$ 758.00
	b. Additional Holiday Pay	$	$ -
	c. Additional Shify Differential Pay	$	$ -
8.	Overtime Pay	$	$ -
9.	Fringe Benefits	$	$ -
	a. Social Security.....6.13 %	$	$ 114.46
	b. Medical Insurance	$	$ -
	c. Dental Plan	$	$ -
	d. Uniform Allowance	$	$
	e. Workers'Compensation		
	Rate X Expenience Rating X (Salary ÷ 100)		
	____ X _____ X _____ = ...	$	$ 1.67
	f. Mileage		
	_____miles @ _____per mile.....	$	$ -
	g. Other (specify)		
	_____	$	$ -
	_____	$	$ -
10.	Total Fringe Benefits Cost	$	$ 116.13
11.	Total Position Cost	$	$ 874.13
12.	Anticipated Salary Increases		
	a. Cost of Living		
	9 % Effective Date 07-01-81	$	$ 71.64
	_____% Effective Date _____	$	$
	b. Step Increases		
	5 % Effective Date 04-01-81	$	$ 37.90
	_____% Effective Date _____	$	$
13.	Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)		
	a. Wages	$	$ 114,480
	b. Fringe Benefits	$	$ 16,812
	c. Total	$	$ 131,292

14. Number of Positions Being Requested 12.

15. Preparded By: Christina Crist

prior to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR § 676.83, 676.84, and 676.86;

(f) Making maximum efforts to achieve the provision of the plan.

2. The State CETA Office/Employment Development Department is by virtue of this agreement a SUBGRANTEE of Yolo County under CETA, within the jurisdiction of Yolo County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 679 and 680

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Code of Federal Regulations - 5 CFR Part 900

(f) CFR Assurances and Certifications

(g) Exhibit A - CETA Affirmative Action Plan

(h) Operating Budget

(i) Prime Sponsor Significant Segment Goals for Public Service Employment

(j)

(k)

(l)

(m)

(n)

(o)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 01, 1980, and shall end September 30, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 32,805.00, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

subgrant, inculding the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any upaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all otherpertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b), all costs incurred by PRIME SPONSOR based upon representations of SUBGRANTEE, including but not limited to situations where PRIME SPONSOR pays wages, allowances, or other benefits to particpants or other contractors based on SUBGRANTEE's reporting of hours worked, training attended, or services provided, and (c) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U.S. Department of Labor, including but not limited to to CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' participation in a CETA program

shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the general government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual." Except in a case where a fixed unit cost for reimbursement is specified in this SUBGRANT as the method for reimbursement.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, supportive services,

classroom training costs, records of personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT. The SUBGRANTEE also understands and agrees that the PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives has the right to make unannounced visits to the SUBGRANTEES facilities to observe, audit and/or monitor all conditions and activities involved in the performance of this agreement.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension or Disallowance of Payments

PRIME SPONSOR may at any time elect to disallow cost of SUBGRANTEE in while or part or to demand repayment under this Agreement in the event of any of the following occurrences to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this Agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

The PRIME SPONSOR may further elect to offset against or suspend payment in the event any of the occurrences listed above in items 6.(a) through 6.(f) is confirmed by the U. S. Department of Labor's Region IX Employment and Training or by the Region IX Office of the Inspector General or by an independent auditor.

7. Waiver of Statute of Limitations

The County of Yolo is subject to fiscal and compliance audits required by the U. S. Department of Labor which include the performance of SUBGRANTEE under this subgrant, and the County of Yolo may incur liability to the U. S. Department of Labor for the SUBGRANTEE's performance of this subgrant. Past experience indicates that controversies with the U. S. Department of Labor may not be resolved within the period of the statute of limitations on actions by County of Yolo against subgrantee arising out of subgrantee's performance or non-performance of and compliance with the terms of this subgrant. In consideration of the promises of the County of Yolo herein, SUBGRANTEE promises not to plead the statute of limitations in any action brought against it by the County of Yolo arising out of this subgrant or its performance or non-performance or compliance with its terms or conditions, and subgrantee agrees that it shall and hereby does waive any defense that it may have against such suit by virtue of any statue of limitations; provided, however, that such suit shall be brought, if at all, on or before the expiration of two years after final determination of any controversy between the County of Yolo and the U. S. Department of Labor (including any litigation arising therefrom), and further provided that such suit shall be brought, if at all, on or before the expiration of four years after the statute of limitation otherwise

prescribed by law.

8. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR terminate this SUBGRANT.

9. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clasue

(a) In contemplation of the provisions of Section 895.4, California Government Code, each party hereto agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from the acts or omissions of

the indemnifying party.

(b) (1) SUBGRANTEE will indemnify the PRIME SPONSOR for any repayment of funds made by the PRIME SPONSOR to the United States Department of Labor at the request of the GRANT OFFICER after determination that such repayment is required from the PRIME SPONSOR due to disallowed expenditures by SUBGRANTEE. The GRANT OFFICER's determination as to the necessity for any such repayment shall be conclusive as between the PRIME SPONSOR and SUBGRANTEE unless set aside by a court of competent jurisdiction in accordance with 29 United States Code Section 817(b) (Section 197(b) of the Comprehensive Employment and Training Act Amendments of 1978).

(2) When the GRANT OFFICER makes an initial determination as specified by 20 CRF Section 676.88(a), to disallow a cost against PRIME SPONSOR that may result in a cost being disallowed against SUBGRANTEE, PRIME SPONSOR shall notify SUBGRANTEE and offer SUBGRANTEE the opportunity to participate in the dispute resolution process contained in Subpart F of 20 CRF Part 676. If SUBGRANTEE declines to contest the GRANT OFFICER's initial determination, PRIME SPONSOR shall not be obligated to appeal the GRANT OFFICER's final determination.

(c) If the PRIME SPONSOR makes a determination that a cost incurred by SUBGRANTEE is disallowed, SUBGRANTEE shall indemnify PRIME SPONSOR for such cost when the disallowance becomes final with the meaning of Subpart F - Complaints, Investigations and Sanctions of 20 CFR Part 676.

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11. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working contitions, discripline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

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(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE Under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

12. Monthly Report

Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

13. Procedures for Correction Action

(a) Whenever the PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the PRIME SPONSOR may order corrective action.

(b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE a written notice setting forth the nature of SUBGRANTEE's non-compliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the PRIME SPONSOR for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the PRIME SPONSOR may recommend that the Governing Body terminate this SUBGRANTEE.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the PRIME SPONSOR shall be empowered, without consultation with the Governing Body, but with confirmation by the U. S. Department of Labor's Region IX Employment and Training or by the Region IX Office of the Inspector General to suspend or delay any and all payments under this SUBGRANT until such failure is rectified or the PRIME SPONSOR may recommend that the Governing Body terminate this SUBGRANT.

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14. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.

(b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

15. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP. SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this secion shall apply.

(c) SUBGRANTEE shall make quarterly reports on the expenditure of this

income on forms which indicate balance of program income carried forward, program income of report quarter, expenditures of program income, and quarter end balance.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

16. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

17. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

18. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE Under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

12. Monthly Report

Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

13. Procedures for Correction Action

(a) Whenever the PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the PRIME SPONSOR may order corrective action.

perface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the United States Federal Department of Labor. YOLO COUNTY and the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under TITLES II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE understands that all personnel policies and practices shall be subject to validation in accordance with the Federal Uniform Guidelines on Employee Selection procedures dated August 25, 1978.

22. Assignments and Subletting

No performance of this agreement or any portion thereof may be assigned or subcontracted by SUBGRANTEE without the express written consent of the PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign or subcontract any performance of this agreement without the express written consent of the PRIME SPONSOR or his designee shall be null and void and shall constitute a breach of this agreement. Whenever

the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

23. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

24. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

25. Successors

This SUBGRANTEE shall bind and inure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

26. Clear Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

27. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuent hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

(a) All employees of SUBGRANTEE are covered by Harford Accident and Indemnity Company Bond No. 5002495 in the amount of $50,000 per employee per loss with a deductible of $2,500.

(b) If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event, the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) SUBGRANTEE maintains a self-insured plan for general liability pursuant to Title I, Division 3.6 (commencing with Section 810) of the California Government Code for workers' compensation insurance pursuant to agreement with the California Workers' Compensation Insurance Fund and for automobile liability under a master policy for the State of California pursuant to Division 9, Chapter 1 (commencing with Section 17000) of the California Vehicle Code.

(b) If the coverages in (a) above cease to be applicable during the term of this agreement, SUBGRANTEE shall immediately notify PRIME SPONSOR and will secure equivalent coverage unless this requirement is waived by PRIME SPONSOR.

33. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

34. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. Wherefore, the parties have executed this SUBGRANT No. 81-104 .

35. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are attached hereto and incorporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

George P. DeMars.

(Signature of Authorized Officer)

GEORGE P. DeMARS Vice-Chairman
Yolo County Board of Supervisors

(Title of Authorized Officer)

State of California/EDD
State CETA Office

(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

APR 2 8 1981 19

(Date)

LUPE DE LA CRUZ, Director
State CETA Office

(Title of Authorized Officer)

the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

23. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

24. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

25. Successors

This SUBGRANTEE shall bind and inure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

26. Clear Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

27. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband,

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:

   a. It will comply wity the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and Pl 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.

   c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.

   d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship (PL 88-352).

   e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.

   f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

   g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.

   i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a sub-contractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:

a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.

b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).

g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the appliable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary whall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

State of California/EDD
State CETA Office
(Legal Name of SUBGRANTEE)

APR 2 0 1981 19
(Date)

(Signature of Authorized Officer)

LUPE DE LA CRUZ, Director
State CETA Office
(Title of Authorized Officer)

EXHIBIT A

CETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

AFFIRMATIVE ACTION PLAN

Approved By:

Board of Supervisors

of the County of Yolo

July 31, 1979

POLICY STATEMENT

ENGLISH & SPANISH

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.

B. Establish a monitoring system of all employment practices related to the employment of women and minorities.

C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.

D. Insure that all employees have equal opportunities and equal treatment.

E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.

F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

Date: _____

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date: _____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objectivo de ésta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitative y empleo a todas las personas basandose en sus méritos y aptitud; el prohibor la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliacion política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén respresentados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada pro el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las accions especificas requeridas por esta plan incluiran:

A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.

B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.

C. Establecer objetivos específicos, guías y registros para asi determinar el éxito o la falla en el cumplimiento de las leyes que prohiben la discriminacion.

D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.

E. Asegurar que se apliquen medidas disciplinaries en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.

F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientatdos a las minorias y mujeres y asi mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sico delegada al Administrador Ejecutive, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha: _____

Fecha: _____

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

ROLES AND RESPONSIBILITIES

General guidelines for implementation of the Affirmative Action Program of the County of Yolo Employment and Training Administration (herein referred to as Agency) have been established within the existing organizational structure. They outline the roles and responsibilities at various levels of the program.

A. The County Administrative Officer

The primary responsibility for the Affirmative Action Program rests with the County Administrative Officer, but an Affirmative Action Officer is appointed to administer the Affirmative Action Program. The Affirmative Action Officer will report to the County Administrative Officer. The Affirmative Action Officer for the County of Yolo Employment and Training Administration shall be the Affirmative Action Officer for Yolo County.

B. Affirmative Action Officer

The Affirmative Action Officer is required to:

1. Advise the County Administrative Officer on the preparation of plans, procedures, regulations, reports and other matters pertaining to the agency's EEO Program.

2. Evaluate quarterly the sufficiency of the agency's EEO Program and submit evaluations to the County Administrative Officer with recommendations for improvement or correction, including recommendations for remedial or disciplinary action of managerial or supervisory employees who have failed in their responsibilities under the EEO Program.

3. Propose changes in YCETA programs and procedures to eliminate discriminating practices and improve the EEO Program.

4. Provide a system for counseling an aggrieved employee or applicant for employment who believes that he/she has been discriminated against because of age, sex, race, national origin, religion, beliefs, mental or physical handicap or political affiliation and attempt to resolve informally the matter raised by the aggrieved person.

5. Have written documentation that sub-grantees and contractors are aware of YCETA's Affirmative Action Program and have specific staffing and service goals they must attain in furtherance of this overall program (see Attachment I).

ATTACHMENT 1

Instructions for Subgrantees &
Contractors in complying with
Affirmative Action Plan

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

TO: ALL YCETA SUB-AGENTS

FROM: YCETA AFFIRMATIVE ACTION OFFICER

SUBJECT: AFFIRMATIVE ACTION PROGRAM AS SPECIFIED IN SUBCONTRACT

In accordance with the above reference, all County of Yolo Employment and Training Administration Program Agents and Sub-Contractors are required to submit Affirmative Action Plans and Grievance Procedures which will be in accordance with DOL and CETA regulations. These plans must meet the specific staffing and service goals in furtherance of YCETA's Affirmative Action Plan. Enclosed you will find YCETA's Affirmative Action Plan. It is requested:

1. That you read YCETA's Affirmative Action Plan and sign the enclosed for testifying to the fact that you are willing to aid us in compliance.

2. That you submit an Affirmative Action Plan for your staff and program participants.

3. That you make an Affirmative Action Report on your staff and participants on a quarterly basis (form enclosed).

I. COMPLIANCE STATEMENT

I, LUPE DE LA CRUZ, AM RESPONSIBLE FOR

State of California/EDD
State CETA Office
NAME OF SUBAGENT AFFIRMATIVE ACTION PLAN,

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL COMPLIANCE OF THE PLAN.

SIGNATURE OF THE PERSON RESPONSIBLE

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
50 First Street, Woodland, Califo a 95695

CETA OPERATING BUDGET

TITLE: IID

CONTRACT NO.

[X] ORGINAL [ ] REVISION NO. DATE 9-16-80

Subgrantee Name and Address:

State CETA Office/Employment Development Dept.
800 Capitol mall, MIC 77/114 W. Main Street
Sacramento, CA/Woodland, CA

Contact Person: Kathy Sage/Roger Baldwin
Phone 322-8982/622-8681
Period: From 10-01-80 To 09-30-81
Program Name:

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.						2,622			2,622
NOV.						2,622			2,622
DEC.						2,622			2,622
JAN.						2,622			2,622
FEB.						2,622			2,622
MAR.						2,622			2,622
APR.						2,736			2,736
MAY						2,736			2,736
JUNE						2,736			2,736
JULY						2,955			2,955
AUG.						2,955			2,955
SEPT.						2,955			2,955
TOTAL						32,805			32,805

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.			2,274	348				2,622
NOV.			2,274	348				2,622
DEC.			2,274	348				2,622
JAN.			2,274	348				2,622
FEB.			2,274	348				2,622
MAR.			2,274	348				2,622
APR.			2,388	348				2,736
MAY			2,388	348				2,736
JUNE			2,388	348				2,736
JULY			2,604	351				2,955
AUG.			2,604	351				2,955
SEPT.			2,604	351				2,955
TOTAL			28,620	4,185				32,805

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

LUPE DE LA CRUZ, Director
State CETA Office
Name and Title of Authorized Official

Signature

For CETA Approval Only:

Fiscal Officer — Date 4/14/81

Margaret Sheldon
CETA Director — Date 4/13/81

YC 106 (10-79)

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: State CETA Office for Employemt- Development Department
2. Title VI Project Name:
3. Position Title: Assistant Clerk
4. Date Submitted: 9-16-80

	5. Actual Costs	6. Federal Costs
7. Total Salary Per Month	$	$ 758.00
a. Base Salary	$	$ 758.00
b. Additional Holiday Pay	$	$ -
c. Additional Shify Differential Pay	$	$ -
8. Overtime Pay	$	$ -
9. Fringe Benefits	$	$
a. Social Security....._____%	$	$ -
b. Medical Insurance	$	$ 114.46
c. Dental Plan	$	$ -
d. Uniform Allowance	$	$ -
e. Workers'Compensation		
Rate X Expenience Rating X (Salary ÷ 100)		
____ X .0022 X $7.58 = ...	$	$ 1.67
f. Mileage		
_____miles @ _____per mile.....	$	$ -
g. Other (specify)		
	$	$ -
	$	$ -
10. Total Fringe Benefits Cost	$	$ 116.13
11. Total Position Cost	$	$ 874.13
12. Anticipated Salary Increases		
a. Cost of Living		
9 % Effective Date 7-1-81	$	$ 71.64
_____% Effective Date _____	$	$
b. Step Increases		
5 % Effective Date 4-1-81	$	$ 37.90
_____% Effective Date _____	$	$
13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)		
a. Wages	$	$ 28,620.00
b. Fringe Benefits	$	$ 4,185.00
c. Total	$	$ 32,805.00

14. Number of Positions Being Requested 3

15. Prepared By: Christina Crist

PRIME SPONSOR SIGNIFICANT SEGMENT GOALS
FOR PUBLIC SERVICE EMPLOYMENT

The Prime Sponsor is required to establish goals for the representation of groups identified by age, sex, ethnicity, and hardship which are reflective of those segments in the community and eligible for CETA services. The following goals have been established for Fiscal Year 1981 Public Service Employment activities:

Female	-	55%
Male	-	45%
14-19	-	5%
20-21	-	17%
22-44	-	67%
45-54	-	7%
55+	-	4%
American Indian/ Alaskan Native	-	2%
Asian/Pacific Islander	-	3%
Black	-	4%
Hispanic	-	30%
White	-	61%
Handicapped	-	5%

The Subgrantee agrees, insofar as possible through affirmative action, to assist the Prime Sponsor in attaining these goals through selection of Public Service Employment participants who reflect the age, sex, and ethnic diversity of the eligible population in Yolo County.

Authorized Signature
LUPE DE LA CRUZ, Director
State CETA Office

APR 2 3 1981
Date

COUNTY OF YOLO EDD Reg. #81000561

Subgrant Signature Sheet

Title IID

Agreement/ Subgrant No. 81-105

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	State CETA Office

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and the State CETA Office hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

PROGRAM	: State CETA Office - Public Employment Section for Office of Statewide Health Planning & Development
MAILING ADDRESS	: 800 Capitol Mall, MIC 77
CITY & STATE	: Sacramento, CA 95814 PHONE : 323-2671
PROGRAM DIRECTOR	: Kathy Sage

FILED
MAY 14 1981
PETER McNAMEE, Clerk
By Irma M Galvan, Deputy

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on 10-01-80.

The term of the SUBGRANT shall end on 09-30-81.

The total amount of the SUBGRANT is $9,570.00.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature: Lupe D. L. Cruz	By Signature: George P. Davis
Name and Title: LUPE DE LA CRUZ, Director, State CETA Office	Date: APR 23 1981
Name and Title: GEORGE P. DAVIS, Vice-Chairman, Yolo County Board of Supervisors	Date: MAY 12 1981

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of October 1980, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the the State CETA Office _____ hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

(a) Compliance with plans and assurances.

(b) Compliance with Part 676 of the Regulations.

(c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

(d) Providing job training and employment opportunitites for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

(e) Advising all participants of their rights and responsibilities

YOLO COUNTY PERSONNEL DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: State CETA Office for Employemt- Development Department
2. Title VI Project Name:
3. Position Title: Assistant Clerk
4. Date Submitted: 9-16-80

	5. Actual Costs	6. Federal Costs
7. Total Salary Per Month	$	$ 758.00
a. Base Salary	$	$ 758.00
b. Additional Holiday Pay	$	$ -
c. Additional Shify Differential Pay	$	$ -
8. Overtime Pay	$	$ -
9. Fringe Benefits	$	$
a. Social Security....._____%	$	$ -
b. Medical Insurance	$	$ 114.46
c. Dental Plan	$	$ -
d. Uniform Allowance	$	$ -
e. Workers'Compensation		
Rate X Expenience Rating X (Salary ÷ 100)		
____ X .0022 X $7.58 = ...	$	$ 1.67
f. Mileage		
_____miles @ _____per mile.....	$	$ -
g. Other (specify)		
	$	$ -
_____	$	$ -
10. Total Fringe Benefits Cost	$	$ 116.13
11. Total Position Cost	$	$ 874.13
12. Anticipated Salary Increases		
a. Cost of Living		
9 % Effective Date 7-1-81	$	$ 71.64
_____% Effective Date _____	$	$
b. Step Increases		
5 % Effective Date 4-1-81	$	$ 37.90
_____% Effective Date _____	$	$
13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)		
a. Wages	$	$ 28,620.00
b. Fringe Benefits	$	$ 4,185.00
c. Total	$	$ 32,805.00

14. Number of Positions Being Requested 3

15. Prepared By: Christina Crist

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 01, 1980, and shall end September 30, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $9,570.00, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

subgrant, inculding the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any upaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all otherpertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b), all costs incurred by PRIME SPONSOR based upon representations of SUBGRANTEE, including but not limited to situations where PRIME SPONSOR pays wages, allowances, or other benefits to particpants or other contractors based on SUBGRANTEE's reporting of hours worked, training attended, or services provided, and (c) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U.S. Department of Labor, including but not limited to to CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' participation in a CETA program

shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the general government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual." Except in a case where a fixed unit cost for reimbursement is specified in this SUBGRANT as the method for reimbursement.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, supportive services,

classroom training costs, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT. The SUBGRANTEE also understands and agrees that the PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives has the right to make unannounced visits to the SUBGRANTEES facilities to observe, audit and/or monitor all conditions and activities involved in the performance of this agreement.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension or Disallowance of Payments

PRIME SPONSOR may at any time elect to disallow cost of SUBGRANTEE in while or part or to demand repayment under this Agreement in the event of any of the following occurrences to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this Agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

The PRIME SPONSOR may further elect to offset against or suspend payment in the event any of the occurrences listed above in items 6.(a) through 6.(f) is confirmed by the U. S. Department of Labor's Region IX Employment and Training or by the Region IX Office of the Inspector General or by an independent auditor.

7. Waiver of Statute of Limitations

The County of Yolo is subject to fiscal and compliance audits required by the U. S. Department of Labor which include the performance of SUBGRANTEE under this subgrant, and the County of Yolo may incur liability to the U. S. Department of Labor for the SUBGRANTEE's performance of this subgrant. Past experience indicates that controversies with the U. S. Department of Labor may not be resolved within the period of the statute of limitations on actions by County of Yolo against subgrantee arising out of subgrantee's performance or non-performance of and compliance with the terms of this subgrant. In consideration of the promises of the County of Yolo herein, SUBGRANTEE promises not to plead the statute of limitations in any action brought against it by the County of Yolo arising out of this subgrant or its performance or non-performance or compliance with its terms or conditions, and subgrantee agrees that it shall and hereby does waive any defense that it may have against such suit by virtue of any statue of limitations; provided, however, that such suit shall be brought, if at all, on or before the expiration of two years after final determination of any controversy between the County of Yolo and the U. S. Department of Labor (including any litigation arising therefrom), and further provided that such suit shall be brought, if at all, on or before the expiration of four years after the statute of limitation otherwise

prescribed by law.

8. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR terminate this SUBGRANT.

9. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

(a) In contemplation of the provisions of Section 895.4, California Government Code, each party hereto agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from the acts or omissions of

the indemnifying party.

(b) (1) SUBGRANTEE will indemnify the PRIME SPONSOR for any repayment of funds made by the PRIME SPONSOR to the United States Department of Labor at the request of the GRANT OFFICER after determination that such repayment is required from the PRIME SPONSOR due to disallowed expenditures by SUBGRANTEE. The GRANT OFFICER's determination as to the necessity for any such repayment shall be conclusive as between the PRIME SPONSOR and SUBGRANTEE unless set aside by a court of competent jurisdiction in accordance with 29 United States Code Section 817(b) (Section 197(b) of the Comprehensive Employment and Training Act Amendments of 1978).

(2) When the GRANT OFFICER makes an initial determination as specified by 20 CRF Section 676.88(a), to disallow a cost against PRIME SPONSOR that may result in a cost being disallowed against SUBGRANTEE, PRIME SPONSOR shall notify SUBGRANTEE and offer SUBGRANTEE the opportunity to participate in the dispute resolution process contained in Subpart F of 20 CRF Part 676. If SUBGRANTEE declines to contest the GRANT OFFICER's initial determination, PRIME SPONSOR shall not be obligated to appeal the GRANT OFFICER's final determination.

(c) If the PRIME SPONSOR makes a determination that a cost incurred by SUBGRANTEE is disallowed, SUBGRANTEE shall indemnify PRIME SPONSOR for such cost when the disallowance becomes final with the meaning of Subpart F - Complaints, Investigations and Sanctions of 20 CFR Part 676.

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11. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working contitions, discripline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

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(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE Under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

12. Monthly Report

Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

13. Procedures for Correction Action

(a) Whenever the PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the PRIME SPONSOR may order corrective action.

(b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE a written notice setting forth the nature of SUBGRANTEE's non-compliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the PRIME SPONSOR for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the PRIME SPONSOR may recommend that the Governing Body terminate this SUBGRANTEE.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the PRIME SPONSOR shall be empowered, without consultation with the Governing Body, but with confirmation by the U. S. Department of Labor's Region IX Employment and Training or by the Region IX Office of the Inspector General to suspend or delay any and all payments under this SUBGRANT until such failure is rectified or the PRIME SPONSOR may recommend that the Governing Body terminate this SUBGRANT.

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14. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.

(b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

15. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP. SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this secion shall apply.

(c) SUBGRANTEE shall make quarterly reports on the expenditure of this

income on forms which indicate balance of program income carried forward, program income of report quarter, expenditures of program income, and quarter end balance.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

16. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

17. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

18. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to

authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

19. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial

perface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the United States Federal Department of Labor. YOLO COUNTY and the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials

the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

23. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

24. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

25. Successors

This SUBGRANTEE shall bind and inure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

26. Clear Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

27. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband,

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under TITLES II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE understands that all personnel policies and practices shall be subject to validation in accordance with the Federal Uniform Guidelines on Employee Selection procedures dated August 25, 1978.

22. Assignments and Subletting

No performance of this agreement or any portion thereof may be assigned or subcontracted by SUBGRANTEE without the express written consent of the PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign or subcontract any performance of this agreement without the express written consent of the PRIME SPONSOR or his designee shall be null and void and shall constitute a breach of this agreement. Whenever

the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

23. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

24. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

25. Successors

This SUBGRANTEE shall bind and inure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

26. Clear Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

27. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuent hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

(a) All employees of SUBGRANTEE are covered by Harford Accident and Indemnity Company Bond No. 5002495 in the amount of $50,000 per employee per loss with a deductible of $2,500.

(b) If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event, the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) SUBGRANTEE maintains a self-insured plan for general liability pursuant to Title I, Division 3.6 (commencing with Section 810) of the California Government Code for workers' compensation insurance pursuant to agreement with the California Workers' Compensation Insurance Fund and for automobile liability under a master policy for the State of California pursuant to Division 9, Chapter 1 (commencing with Section 17000) of the California Vehicle Code.

(b) If the coverages in (a) above cease to be applicable during the term of this agreement, SUBGRANTEE shall immediately notify PRIME SPONSOR and will secure equivalent coverage unless this requirement is waived by PRIME SPONSOR.

33. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

34. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. Wherefore, the parties have executed this SUBGRANT No. 81-105 .

35. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are attached hereto and incorporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

George P. Deirano.

(Signature of Authorized Officer)

GEORGE P. Deirano Vice-Chairman
Yolo County Board of Supervisors

(Title of Authorized Officer)

State of California/EDD
State CETA Office

(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

APR 2 5 1981 19

(Date)

LUPE DE LA CRUZ, Director
State CETA Office

(Title of Authorized Officer)

FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 20-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

State of California/EDD
State CETA Office
Name of Subgrantee

Authorized Signature
LUPE DE LA CRUZ, Director
State CETA Office

APR 2 3 1981
Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:

   a. It will comply wity the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and Pl 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.

   c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.

   d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).

   e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.

   f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

   g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.

   i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a sub-contractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:

a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.

b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).

g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the appliable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary whall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

State of California/ADD
State CETA Office
(Legal Name of SUBGRANTEE)

APR 2 3 1981
(Date) 19

(Signature of Authorized Officer)

LUPE DE LA CRUZ, Director
State CETA Office
(Title of Authorized Officer)

EXHIBIT A

CETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

AFFIRMATIVE ACTION PLAN

Approved By:

Board of Supervisors

of the County of Yolo

July 31, 1979

POLICY STATEMENT

ENGLISH & SPANISH

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.

B. Establish a monitoring system of all employment practices related to the employment of women and minorities.

C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.

D. Insure that all employees have equal opportunities and equal treatment.

E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.

F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

Date: _____

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date: _____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objectivo de ésta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitative y empleo a todas las personas basandose en sus méritos y aptitud; el prohibor la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliacion política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén respresentados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada pro el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las accions especificas requeridas por esta plan incluiran:

A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.

B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.

C. Establecer objetivos específicos, guías y registros para asi determinar el éxito o la falla en el cumplimiento de las leyes que prohiben la discriminacion.

D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.

E. Asegurar que se apliquen medidas disciplinaries en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.

F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientatdos a las minorias y mujeres y asi mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sico delegada al Administrador Ejecutive, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha:_____

Fecha:_____

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

ROLES AND RESPONSIBILITIES

General guidelines for implementation of the Affirmative Action Program of the County of Yolo Employment and Training Administration (herein referred to as Agency) have been established within the existing organizational structure. They outline the roles and responsibilities at various levels of the program.

A. The County Administrative Officer

The primary responsibility for the Affirmative Action Program rests with the County Administrative Officer, but an Affirmative Action Officer is appointed to administer the Affirmative Action Program. The Affirmative Action Officer will report to the County Administrative Officer. The Affirmative Action Officer for the County of Yolo Employment and Training Administration shall be the Affirmative Action Officer for Yolo County.

B. Affirmative Action Officer

The Affirmative Action Officer is required to:

1. Advise the County Administrative Officer on the preparation of plans, procedures, regulations, reports and other matters pertaining to the agency's EEO Program.

2. Evaluate quarterly the sufficiency of the agency's EEO Program and submit evaluations to the County Administrative Officer with recommendations for improvement or correction, including recommendation for remedial or disciplinary action of managerial or supervisory employees who have failed in their responsibilities under the EEO Program.

3. Propose changes in YCETA programs and procedures to eliminate discriminating practices and improve the EEO Program.

4. Provide a system for counseling an aggrieved employee or applicant for employment who believes that he/she has been discriminated against because of age, sex, race, national origin, religion, beliefs, mental or physical handicap or political affiliation and attempt to resolve informally the matter raised by the aggrieved person.

5. Have written documentation that sub-grantees and contractors are aware of YCETA's Affirmative Action Program and have specific staffing and service goals they must attain in furtherance of this overall program (see Attachment I).

ATTACHMENT 1

Instructions for Subgrantees &
Contractors in complying with
Affirmative Action Plan

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

TO: ALL YCETA SUB-AGENTS

FROM: YCETA AFFIRMATIVE ACTION OFFICER

SUBJECT: AFFIRMATIVE ACTION PROGRAM AS SPECIFIED IN SUBCONTRACT

In accordance with the above reference, all County of Yolo Employment and Training Administration Program Agents and Sub-Contractors are required to submit Affirmative Action Plans and Grievance Procedures which will be in accordance with DOL and CETA regulations. These plans must meet the specific staffing and service goals in furtherance of YCETA's Affirmative Action Plan. Enclosed you will find YCETA's Affirmative Action Plan. It is requested:

1. That you read YCETA's Affirmative Action Plan and sign the enclosed for testifying to the fact that you are willing to aid us in compliance.

2. That you submit an Affirmative Action Plan for your staff and program participants.

3. That you make an Affirmative Action Report on your staff and participants on a quarterly basis (form enclosed).

I. COMPLIANCE STATEMENT

I, LUPE DE LA CRUZ, AM RESPONSIBLE FOR

State of California/EDD
State CETA Office
NAME OF SUBAGENT AFFIRMATIVE ACTION PLAN,

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL COMPLIANCE OF THE PLAN.

SIGNATURE OF THE PERSON RESPONSIBLE

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: TID

CONTRACT NO.

[X] ORGINAL [ ] REVISION NO. DATE 9-16-80

Subgrantee Name and Address:
State CETA Office - Public Employment Section
714 P Street, Room 1050
Sacramento, CA 95814

Contact Person: Homero Lomas
Phone 323-2671
Period: From 10-01-80 To 9-30-81
Program Name:

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.						760			760
NOV.						760			760
DEC.						760			760
JAN.						760			760
FEB.						760			760
MAR.						760			760
APR.						799			799
MAY						799			799
JUNE						799			799
JULY						871			871
AUG.						871			871
SEPT.						871			871
TOTAL						9,570			9,570

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.			758	2				760
NOV.			758	2				760
DEC.			758	2				760
JAN.			758	2				760
FEB.			758	2				760
MAR.			758	2				760
APR.			796	3				799
MAY			796	3				799
JUNE			796	3				799
JULY			868	3				871
AUG.			868	3				871
SEPT.			868	3				871
TOTAL			9,540	30				9,570

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

LUPE DE LA CRUZ, Director
State CETA Office
Name and Title of Authorized Official

Signature

For CETA Approval Only:

Fiscal Officer — Date 4/1/81

Margaret J. Sheldon
CETA Director — Date 4/13/81

YC 106 (10-79)

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: State CETA Office - Public Employment Section
2. Title VI Project Name:
3. Position Title: Assistant Clerk
4. Date Submitted: 9-16-80

	5. Actual Costs	6. Federal Costs
7. Total Salary Per Month	$	$ 758.00
a. Base Salary	$	$ 758.00
b. Additional Holiday Pay	$	$ -
c. Additional Shify Differential Pay	$	$ -
8. Overtime Pay	$	$ -
9. Fringe Benefits	$	$
a. Social Security....._____% .....$	$	$ -
b. Medical Insurance	$	$ -
c. Dental Plan	$	$ -
d. Uniform Allowance	$	$ -
e. Workers'Compensation		
Rate X Expenience Rating X (Salary ÷ 100)		
____ X .0022 X $7.58 = ...$	$	$ 1.67
f. Mileage		
_____ miles @ _____ per mile.....$	$	$ -
g. Other (specify)		
_____	$	$ -
_____	$	$ -
10. Total Fringe Benefits Cost	$	$ 1.67
11. Total Position Cost	$	$ 759.67
12. Anticipated Salary Increases		
a. Cost of Living		
9 % Effective Date 7-1-81	$	$ 71.64
_____ % Effective Date _____	$	$
b. Step Increases		
5 % Effective Date 4-1-81	$	$ 37.90
_____ % Effective Date _____	$	$
13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)		
a. Wages	$	$ 9,540
b. Fringe Benefits	$	$ 30
c. Total	$	$ 9,570

14. Number of Positions Being Requested 1.

15. Prepared By: Christina Crist

PRIME SPONSOR SIGNIFICANT SEGMENT GOALS
FOR PUBLIC SERVICE EMPLOYMENT

The Prime Sponsor is required to establish goals for the representation of groups identified by age, sex, ethnicity, and hardship which are reflective of those segments in the community and eligible for CETA services. The following goals have been established for Fiscal Year 1981 Public Service Employment activities:

Female	-	55%
Male	-	45%
14-19	-	5%
20-21	-	17%
22-44	-	67%
45-54	-	7%
55+	-	4%
American Indian/ Alaskan Native	-	2%
Asian/Pacific Islander	-	3%
Black	-	4%
Hispanic	-	30%
White	-	61%
Handicapped	-	5%

The Subgrantee agrees, insofar as possible through affirmative action, to assist the Prime Sponsor in attaining these goals through selection of Public Service Employment participants who reflect the age, sex, and ethnic diversity of the eligible population in Yolo County.

Authorized Signature
LUPE DE LA CRUZ, Director
State CETA Office

APR 2 3 1981
Date

Agreement No. 81-106

Woodland, California

May 12, 1981

GEORGE FLINT, A MARRIED MAN and HAZEL F. FLINT, HIS WIFE
GRANTORS

FILED
JUN - 5 1981
PETER McNAMEE, Clerk
By Paula M Cooper, Deputy

RIGHT OF WAY CONTRACT

COUNTY HIGHWAY

Document No. 81-9 in the form of an Highway Easement Deed, covering the following described property:

A parcel of land situate in Lot 18 of the Riverbank Extension No. 1 Subdivision, recorded in Map Book 2, Page 65, of Yolo County Records in the Town of Bryte, County of Yolo, State of California, more particularly described as follows:

Commence at the intersection of the southeasterly right of way line of Riverbank Road and the westerly lot line of said Lot 18; thence north 49° 29' east 123.17 feet to the TRUE POINT OF BEGINNING: thence leaving said right of way line north 71°06' east 22.00 feet to the westerly line of Todhunter Avenue; thence north 18°54' west 9.00 feet along said westerly line to the southeasterly line of Riverbank Road; thence south 49°29' west 23.77 feet along said southeasterly line to the TRUE POINT OF BEGINNING.

Area: 99 SF

has been executed and delivered to LLOYD H. ROBERTS, Director of Public Works of the County of Yolo.

In consideration of which, and the other consideration hereinafter set forth, it is mutually agreed as follows:

I. The parties have hereinset forth the whole of their agreement.

The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of Yolo of all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

II. The County Shall:

A. Pay the undersigned grantors the sum of $200.00 for the property as conveyed by Highway Easement Deed No. 81-9 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefor.

C. During construction of the project (known as Bryte Assessment District No. 1, Work Order No. 1717) and prior to completion, the County will:

1. Relocate that portion of Grantor's existing fence and Century plant, lying within the hereinabove described property, on to Grantor's remaining property.

III. Crantor's hereby agree to permit County or its Contractor to enter upon the remainder lands of the Grantor's as may be necessary to accomplish the work as described in "C" above.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

GRANTORS

George P. Flint
GEORGE FLINT

Hazel F. Flint
HAZEL F. FLINT

Dated: May 12, 1981

Recommended for Approval

By _____

Robert N. Black
CHAIRMAN OF THE BOARD OF SUBERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

See Reverse

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

ATTEST: PETER McNAMEE, COUNTY CLERK

By Paula M. Cooper
Deputy

APPROVED AS TO FORM:

County Counsel, Yolo County

Date 6/5/81

AGREEMENT NO. 81-107

FILED

SEP - 31981

PETE E. LUCAS, Clerk of the
BOARD OF SUPERVISORS
BY Donna M. Salazar
DEPUTY

AMENDMENT NUMBER 2
to
COOPERATIVE AGREEMENT
for
CLARKSBURG ANGLING ACCESS AREA

That certain agreement dated April 15, 1958, as amended April 18, 1978, by and between the State of California, acting by and through its duly appointed, qualified, and acting Director of the Department of Fish and Game, hereinafter called the State, and the County of Yolo, a political subdivision of the State of California, hereinafter called the County, is hereby further amended as follows:

1. Paragraph 1 is amended to read: "The State will at its sole cost and expense develop said angling access area substantially in accordance with plans approved by the Wildlife Conservation Board on May 17, 1957 and April 23, 1981."

2. Paragraph 3 is amended to read as follows:

"3. It is understood that said angling access area, and every part thereof, shall, at all times during the term hereof, be available to the public for access to fishing, and the public shall have unrestricted ingress and egress, except as hereinafter provided and at such times as the maintenance and upkeep operations of the County do not permit it. County may charge for vehicular access, provided that such fee is approved in writing by the State, and provided, further, that monies collected shall be used only for direct costs of operation and maintenance of said area."

3. Paragraph 11 is added as follows:

"11. County shall keep and maintain accurate records and accounts of

COURT PAPER
STATE OF CALIFORNIA
STD. 113 (REV. 8-72)
OSP

revenues received and of expenditures made for operation and maintenance in accordance with Paragraph 3, and shall reserve in the State the right to audit said records and accounts."

Except as herein modified, all other terms and conditions of said agreement are to remain in full force and effect.

IN WITNESS WHEREOF, this amendment to agreement has been executed by the parties hereto this 18th day of May, 1981.

BOARD OF SUPERVISORS
COUNTY OF YOLO

ATTEST:
Paula M. Cooper

By George P. DeMars.
GEORGE P. DE MARS, VICE-CHAIRMAN
YOLO COUNTY BOARD OF SUPERVISORS

STATE OF CALIFORNIA
DEPARTMENT OF FISH AND GAME

By Charles M. Hart
Executive Officer
Wildlife Conservation Board

Approved as to Form

Dated .....

County Counsel of Yolo County

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS
Paula M. Cooper
Deputy

I hereby certify upon my own personal knowledge that budgeted funds are available for period and purpose of expenditure stated above.

Marilyn L. Symes
Accounting Officer

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.

By Charles M. Hart

COURT PAPER
STATE OF CALIFORNIA
STD. 113 (REV. 8-72)

OSP

AGREEMENT NO. 81-10

State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

108

AMENDMENT TO PROJECT AGREEMENT

( ) 1974 Bond Act
(X) Urban Grant Program (SB 174)
( ) 1976 Bond Act
( ) 1980 Bond Act

Other _____
(Identify)

Project Title Broderick School Park

Project No. NN-57-002 Amendment No. 1 DPR Contract No. 50-68-336

Budget Item(s) 271 Original Grant Amount $82,500

THIS AMENDMENT is hereby made and agreed upon by the State of California, acting through the Director of the Department of Parks and Recreation and by the County of Yolo _____ pursuant to the above identified program.

The State and the Applicant, in mutual consideration of the promises made herein and in the agreement in which this is an amendment, do promise as follows:

That the above-mentioned agreement is amended by:

Add: Development of Bryte School Park as described in project no. NN-57-001; contract no. 50-68-335.

Add: Development of Meadowdale Park as described in project no. 57-0009; contract no. 30-38-120.

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS
Paula M. Cooper
Deputy

In all other respects the agreement of which this is an amendment, and the terms and conditions if relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered below.

Applicant County of Yolo

By _____

Title Chairman, Board of Supervisors

Applicant's Authorized Representative as shown in Resolution

Date MAY 12 1981

STATE DEPARTMENT OF PARKS AND RECREATION

By _____

Date _____

PETER McNAMEE, Clerk

Paula M. Cooper
Deputy

DPR 634 (12/80)

AGREEMENT NO. 81-10

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION 109

AMENDMENT TO PROJECT AGREEMENT

( ) 1974 Bond Act ( ) 1976 Bond Act
(X) Urban Grant Program (SB 174) ( ) 1980 Bond Act

Other _____
(Identify)

Project Title Bryte School Park

Project No. NN-57-001 Amendment No. 1 DPR Contract No. 50-68-335

Budget Item(s) 271 Original Grant Amount $105,000

THIS AMENDMENT is hereby made and agreed upon by the State of California, acting through the Director of the Department of Parks and Recreation and by the County of Yolo pursuant to the above identified program.

The State and the Applicant, in mutual consideration of the promises made herein and in the agreement in which this is an amendment, do promise as follows:

That the above-mentioned agreement is amended by:

Add: Development of Broderick School Park (Elkhorn) as described in project NN-57-002; contract no. 50-68-336.

Add: Development of Meadowdale Park as described in project no. 57-0009; contract no. 30-38-120.

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS
Paula M. Cooper
Deputy

In all other respects the agreement of which this is an amendment, and the terms and conditions if relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered below.

Applicant County of Yolo

By Leonard R. Briggs

Title VICE-Chairman, Board of Supervisors

Applicant's Authorized Representative as shown in Resolution

Date MAY 12 1981

STATE DEPARTMENT OF PARKS AND RECREATION

By _____

Date _____

PETER McNAMEE, Clerk

By Paula M. Cooper
DEPUTY

DPR 634 (12/80)

AGREEMENT NO. 81-110

AGREEMENT BETWEEN

YOLO COUNTY DEPARTMENT OF SOCIAL SERVICES

As Service Provider

and

COMMUNITY SERVICES PLANNING COUNCIL/AREA 4 AGENCY ON AGING

(Hereinafter Referred to as A4AA)

1820 J Street

Sacramento, CA 95814

1. Name and principle address of Service Provider (hereinafter referred to as SERVICE PROVIDER):

   Yolo County Department of Social Services

   P.O. Box 1877, 120 West Main Street, Woodland, CA 95695

2. This document with any attached program requirements, descriptive information and fiscal documentation is a firm proposal to conduct a service project for senior citizens in a manner consistent with the intent and regulations applicable to service programs under Title III of the Older Americans Act Amendment of 1978.

3. Maximum total funds available for this project: $ 26,716

   (Title III-B: $ 26,716) (Title III-C1: $)

   (Title III-C2: $) (U.S.D.A.: $)

4. The term of this AGREEMENT is from July 1, 1981 to June 30, 1982, subject, however to earlier termination as provided herein.

5. No expenditure or obligations may be incurred after June 30, 1982.

6. Application # and Program Title: 82-604-7 I&R, Transportation

7. Name of Insurance Carrier: See Attached

   Description of Policy:

   Effective Dates of Policy:

   Name and Address of Agent:

8. Federal State and Local Laws and Regulations

   SERVICE PROVIDER shall comply with all federal, state and local laws and regulations pertinent to the operation and shall keep in effect any and all licenses, permits, notices and certificates as are required. SERVICE PROVIDER shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety health and sanitation.

APPROVED BY AREA 4 AGENCY ON AGING: Date

9. Civil Rights Act

SERVICE PROVIDER will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education, and Welfare (45 CFR, Part 80) issued pursuant to that Title, to the end that, in accordance with Title VI of that Act and the regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the SERVICE PROVIDER receives Federal financial assistance.

This compliance shall extend to any real property or structure used for program or services and constructed or improved with the aid of Federal financial assistance.

SERVICE PROVIDER will comply with the provision of Title VII of the Civil Rights Act of 1964 (42 USC 2000 as amended by the Equal Opportunity Act of March 24, 1972, Public Law No. 92-261) in that they will not discriminate against any individual with respect to his or her compensations, terms, conditions or privileges of employment, or discriminate in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex or national origin.

10. Handicap Accessability

SERVICE PROVIDER hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), all requirements imposed by the applicable HEW regulation (45 CFR Part 84) and all guidelines and interpretations issued pursuant thereto, to the end that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the SERVICE PROVIDER receiving Older Americans Act funding.

11. Disaster Assistance Planning

As part of the areawide Disaster Assistance Planning, every SERVICE PROVIDER operating a site within Area 4 Agency on Aging must insure that it:

a) has designated an Emergency Coordinator and an Alternate Emergency Coordination for the SERVICE PROVIDER and for each site;

b) has established at every site a plan for evaluation of staff and participants in the event of an emergency; and

c) at least annually, demonstrates that staff is familiar enough with the plan to execute it in an emergency.

SERVICE PROVIDER is required to keep on file within the project and with A4AA, Project Emergency Contact Information and Site Emergency Contact Information. All Emergency Data must be updated when necessary.

12. Budget and Payment Schedule

The total compensation paid to SERVICE PROVIDER shall be paid in monthly increments upon receipt of a Monthly Financial Report which serves as both a Report of Expenditures and a Request for Funds. No expenditure shall be made or obligation incurred in excess of the authorized total budget. Expenditures in any one line-item shall not exceed the budgeted line-item by 20% during the contract period, nor shall expenditures in any one cost category exceed the budgeted cost category by 10% during the contract period without an approved budget revision. Any expenditure of funds hereunder by SERVICE PROVIDER which is not within the limitations of the approved budget nor within the eligible costs as set forth in this agreement, shall not be chargeable to funds provided by A4AA. Any such unauthorized expenditure shall be borne by the SERVICE PROVIDER.

Upon execution of this agreement and receipt of a Request for Advance of Funds, A4AA shall advance to SERVICE PROVIDER an amount to cover start up costs and an amount to cover operating cash. At no point shall the SERVICE PROVIDER hold funds in excess of 30 days funding. Subsequent payments will be made on a reimbursement method based on the SERVICE PROVIDERS actual allowable costs chargeable to this agreement. A4AA may withhold SERVICE PROVIDERS final full monthly payment under this agreement until A4AA has approved SERVICE PROVIDERS final year-end fiscal report.

13. Fiscal/Accounting Procedures

SERVICE PROVIDER shall maintain an accounting system that will accurately reflect and document all fiscal transactions according to program activity and using the accrual method of accounting principles. SERVICE PROVIDER is expected to blend sound fiscal controls with effective program management. The adopted

accrual accounting system must conform to generally accepted accounting principles. SERVICE PROVIDER shall maintain a permanent clear and accurate record of cash and in-kind resources received, cash and in-kind resources disbursed and the balance of funds remaining. Written documentation (voucher, invoice, memo, etc.) must be on file to support each transaction recorded in the accounting records. A fully documented voucher must be on file to support receipt of non-federal matching funds (cash or in-kind contributions).

SERVICE PROVIDER may establish a Petty Cash fund; however, the total amount of the fund should not exceed $50.00. Individual purchases from Petty Cash fund should not exceed $10.00.

SERVICE PROVIDER shall adhere to/implement the policies, directions and information provided by A4AA Memorandums and Bulletins; and maintain/update the reference material. SERVICE PROVIDER shall adhere to Financial Management Policies and Procedures as prepared by A4AA.

14. Audits

SERVICE PROVIDER shall provide A4AA with an audit by a Certified Public Accountant, or in the case of a public entity, an ending financial statement signed by the SERVICE PROVIDER's Chief Auditor within forty-five (45) days after the end of this fiscal year. Audit shall be performed in compliance with Procedures for Audits of Subgrantee Contractors.

15. OAA Funds Used to Supplant Other Fund Sources

Older Americans Act funds will not be used to replace or supplant ongoing programs for personnel.

16. Unexpended Funding

SERVICE PROVIDER shall provide A4AA, no later than one hundred eighty (180) days prior to ending date of this contract, with estimated amount of Older Americans Act funds which will remain unexpended at the end of the contract period.

Upon notification by SERVICE PROVIDER that Older Americans Act funds will remain unexpended, A4AA at its option will request and receive from SERVICE PROVIDER release of Older Americans Act funds in an amount mutually agreed upon by both parties, not to exceed the estimated amount of unexpended funds. A4AA shall be reasonable in its request for funds, and SERVICE PROVIDER shall not unreasonably withhold permission for release of funds.

A4AA retains all rights to reprogram released funds into other programs, projects, or activities contained in the approved Area Plan.

17. Contractor Liability

SERVICE PROVIDER shall be liable for all labor and any other direct expenses incurred in providing services under this agreement and shall assume any and all responsibilities for loss or damage resulting from negligence or acts of omission and shall defend any suit alleging injury, sickness or disease arising out of the provision of services. SERVICE PROVIDER is obligated to inform the A4AA in writing of any such incident within three (3) working days of its occurrence.

18. Insurance and Hold Harmless

SERVICE PROVIDER agrees to indemnify, defend and save harmless the A4AA and State of California, their officers, agents and employees, from any, and all claims and losses accruing or resulting to any and all contractors, subcontractors, material, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this agreement, and also from any and all claims and losses occurring or resulting to any person, firm, or corporation, who may be injured or damaged by SERVICE PROVIDER in the performance of this contract. SERVICE PROVIDER shall provide necessary Workmen's Compensation Insurance.

SERVICE PROVIDER shall procure and maintain comprehensive insurance against bodily injury and property damage caused by automotive vehicles used in the project's service operation, with limits of $300,000 for injury or death of one person in any one accident; $500,000 for injury or death of two or more persons in any accident; and $100,000 for property damage in any one accident, or $500,000 single limit coverage. Additionally, SERVICE PROVIDER shall procure and maintain comprehensive general liability insurance in the amount of $500,000 limit per occurrence for bodily injury and property damage liability combines for all other phases of operation.

a) SERVICE PROVIDER shall furnish A4AA with current certificates of insurance to demonstrate that required insurance coverages have been procured.

b) SERVICE PROVIDER shall require the insurance carrier to show the A4AA as an additional insured party on all insurance policies purchased under this agreement.

19. Independent Contractor

SERVICE PROVIDER and agents and employees of SERVICE PROVIDER, in the performance of this agreement, shall act in an independent capacity and not as officers, employees, or agents of the State of California or the A4AA.

20. Assignability

This agreement is not assignable by the SERVICE PROVIDER either in whole or in part, without prior written authorization of the A4AA.

21. Property Management

If capital assets are acquired with federal funds, then SERVICE PROVIDER agrees to comply with applicable federal and state laws, rules and procedures relating to the acquisition, retention and disposition of these assets.

a) The equipment purchased in this project will be used in future Older Americans Act projects and no procurement of additional like equipment for any future such projects will be authorized without prior written approval from A4AA. (New equipment for any Older Americans Act programs will be purchased only if it cannot be secured from other Older Americans Act programs, excess or surplus property.)

b) The A4AA or the California Department of Aging shall retain title to all equipment which is procured under the "Equipment" portion of the budget. At completion of the project, SERVICE PROVIDER agrees to dispose of equipment in accordance with applicable federal and state procedures, subsequent to A4AA approval. Any request for transfer of title to equipment shall be submitted in writing by the SERVICE PROVIDER to A4AA.

c) SERVICE PROVIDER shall be required to maintain permanent, accessible inventories of equipment purchased whole or in part with Older Americans Act funds. All such records shall comply with memoranda/bulletins issued by A4AA on the subject of Property Management.

22. Reports and Record Retention

All records of SERVICE PROVIDER bearing upon service operations and fiscal

administration at any site shall be maintained at such project site or at the main local office. All such records shall be kept on file for three (3) years after the end of the federal fiscal year to which they pertain. The A4AA director or representative, auditors and/or official representatives of the California Department of Aging and of the U.S. Department of Health and Human Services, and the General Accounting Office shall be granted access to such records upon request.

SERVICE PROVIDER shall submit complete and accurate program performance reports using the CDA/A4AA standardized format in a timely manner so that they arrive at the Area 4 Agency on Aging office by the fifth (5th) working day of the month.

a) Contractors experiencing difficulty in complying with the reporting deadline must contact the Area 4 staff well in advance of the due date.

b) Delinquent reports will be subject to the regulatory stipulations contained in the A4AA Sanction Policy.

23. Confidentiality

SERVICE PROVIDER shall insure confidentiality of its records. This is to include, but is not limited to, confidentiality of the identity of individuals who receive services, i.e., SERVICE PROVIDER is to insure that the identity of persons who receive services is not revealed or made accessible to anyone other than employees or others under the direct supervision of the SERVICE PROVIDER and whose job responsibility requires access to this information.

SERVICE PROVIDER shall disclose information by name about an older person in connection with the project only with the informed consent of the older person or his/her authorized representative.

This limitation does not apply to employees of HHS, AoA, CDA, or A4AA or their designees.

24. Program Changes/Modifications

SERVICE PROVIDER shall submit, in writing, a request for program revision to the Area 4 Agency on Aging prior to the implementation of any significant proposed program changes/modiciations. Such requests must be received by A4AA at an early enough date to allow sufficient time for A4AA Staff/Advisory Council review, comment, and approval. Failure to comply with this requirement could result in expenditure disallowances, suspension of further funding or contract termination.

SERVICE PROVIDER shall provide the following information in a program revision request:

a) identification of proposed change/modification;

b) reason/purpose for the action; and

c) impact the action will have upon service provision.

SERVICE PROVIDER shall submit a program revision request should program changes/modifications involve any of the following areas:

a) method of service provision;

b) target group or geographic service area;

c) office/outreach site;

d) major personnel; or

e) performance standard (plus or minus 20%).

25. Program Budget Revisions

SERVICE PROVIDER shall submit in writing a request for budget revision to A4AA prior to the implementation of any significant changes to the current, approved program budget. Such revisions shall take place in accordance with policies and format established by A4AA, as outlined in A4AA Memorandum #6. Budget revision requests must be received by A4AA at an early enough date to allow sufficient time for staff review.

26. Termination for Reduction, Suspension or Termination of Funds to Area 4 Agency on Aging

This agreement may be terminated on twenty-four (24) hours notice in the event that the receipt by A4AA of Title III funds is reduced, suspended or terminated for any reason. SERVICE PROVIDER hereby expressly waives any and all claims against A4AA for damages arising from the termination, suspension or reduction of the funds provided under the OAA.

27. Termination for Cause

The A4AA may terminate this agreement and be relieved of the payment of any consideration to the SERVICE PROVIDER should the SERVICE PROVIDER fail to perform the covenants herein contained at the time and in the manner herein provided. A4AA shall have the right to terminate this agreement by giving written notice to SERVICE PROVIDER of such termination and specifying the effective date thereof at least five (5) days before the effective date. In the event of such termination, A4AA may proceed with the work in any manner

deemed proper by the State. The cost to A4AA shall be deducted from any sum due to the SERVICE PROVIDER upon demand.

28. Termination for Convenience

Either A4AA or SERVICE PROVIDER may terminate this agreement at any time upon thirty (30) days written notice to the other party.

29. Service Targeting

SERVICE PROVIDER shall give preference in the delivery of services to older persons with the greatest economic or social need.

30. Program Description

SERVICE PROVIDER shall produce copies of a program description of one or more pages detailing the nature of the project service(s) and its limitations. These program descriptions will be made readily available to all project participants.

31. Consumer Input

SERVICE PROVIDER shall maintain formal procedures for obtaining the views of participants regarding service operations. Suggestions relative to program changes/modifications must receive appropriate consideration by the SERVICE PROVIDER.

Acceptable methods for soliciting consumer input include, but are not limited to, suggestion box, project council/advisory group, client questionnaires and interviewing.

32. Soliciting Non-Title III Funding

SERVICE PROVIDER shall continue or initiate efforts to obtain financial support from private sources and other public organizations for services funded under the provisions of this contract.

33. Interagency Coordination/Cooperation

SERVICE PROVIDER shall demonstrate efforts to initiate cooperative working agreements with other community agencies providing services to older persons in order to establish a comprehensive, coordinated system of services that will facilitate access to and utilization of all existing services, while reducing the incidence of service duplication.

Acceptable methods of cooperation include, but are not limited to, letters to agreement, co-location, and membership in interagency organizations.

34. Outreach

SERVICE PROVIDER shall conduct outreach activities to ensure participation of eligible older persons.

35. Training

SERVICE PROVIDER Project Director and/or staff shall when feasible attend pertinent training workshops offered by the California Department of Aging, Area 4 Agency on Aging, or other community organization in an effort to increase staff expertise and improve service operations.

SERVICE PROVIDER shall agree to attend mandated technical assistance workshops conducted by A4AA.

36. Donations

1. SERVICE PROVIDER shall provide each older person receiving services with a free and voluntary opportunity to contribute to the cost of the service;
   a) Protect the privacy of each older person with respect to his or her contribution;
   b) Establish appropriate procedures to safeguard and account for all contributions; and
   c) Use all contributions to expand the services under this part.
2. Each SERVICE PROVIDER may develop a suggested contribution schedule for services provided under this part. In developing a contribution schedule SERVICE PROVIDER must consider the income ranges of older persons in the community and the SERVICE PROVIDER's other sources of income.

A SERVICE PROVIDER may not deny any older person a service because the older person will not or cannot contribute to the cost of the service.

37. Monitoring/Evaluation

SERVICE PROVIDER shall cooperate and assist in efforts undertaken by A4AA; the California Department of Aging; the U.S. Administration on Aging; or any other agency or organization duly authorized by any of the preceding to evaluate the effectiveness, feasibility and costs of the project.

a) SERVICE PROVIDER shall upon request make available to the evaluators client participation records which confirm all data contained in monthly performance reports. The information shall be maintained in a neat and orderly manner so as to facilitate review by the evaluators.

b) SERVICE PROVIDER shall insure that the Project Director and relevant staff will be available for interviewing by the evaluators. Such onsite evaluations may also include interviews with consumers and/or project council/advisory group members. Project Directors shall schedule a minimum of two hours time for each onsite evaluation.

c) SERVICE PROVIDER shall demonstrate an ongoing mechanism for internal monitoring and evaluation of the project.

38. Binding Agreement

Provisions of this agreement shall extend to and be binding upon and inure to the benefit of heirs, executors, administrators, successors, and assignees of the respective parties hereto.

39. Written Agreement

It is mutually understood and agreed that no alternations or variations of the terms of this contract shall be valid unless made in writing and signed by all parties hereto, and that no oral understanding or agreements not incorporated herein shall be binding on any of the parties hereto.

40. Master Contract

All conditions applicable to the master contract between the Community Services Planning Council, Inc. and the State of California, Department of Aging, for FY1982 shall cover this contract.

41. Agreement Contingency

Implementation of the contract, in whole or in part, is contingent upon approval of the CSPC/A4AA Area Plan for FY1982 and related spending authority by the California Department of Aging. In the absence of such approval and authorization, CSPC/A4AA and SERVICE PROVIDER are relieved of all obligations contained herein.

for COMMUNITY SERVICES PLANNING COUNCIL, INC.

Executive Director

Date

for SERVICE PROVIDER

Title

Date

for AREA 4 AGENCY ON AGING

Director

Date

PR/cm

ATTACHMENTS TO THIS AGREEMENT: A. Program Budget
B. Scope of Services

7/1981

Scope of Services

Information and Referral Services

1. SERVICE PROVIDER shall comply with all of the minimum standards governing the provision of information and referral services as specified by the Area 4 Agency on Aging (attached).

2. SERVICE PROVIDER shall use the Office of Planning and Research categorical index system for the resource file.

3. SERVICE PROVIDER shall make provisions for the staffing of an information and referral component within a multipurpose senior center specified by A4AA.

   A) Compliance with this requirement may be accomplished by co-locating the information and referral project at the multipurpose senior center, or by outstationing one or more Information & Referral staff in the facility.

4. Yolo County Dept. of Social Service shall provide information to 6000 individuals and agencies with respect to services available to older people; to provide to 300 individual linkages/referrals with services as needed; and follow-up on 300 transactions to insure needed services have been rendered.

All performance objectives will be accomplished by June 30, 1982.

Scope of Services

Transportation Services

1. SERVICE PROVIDER shall insure that the project coordinates its services with other local private and public transit services to promote program efficiency and full utilization of existing services and to minimize the incidence of service duplication.

2. SERVICE PROVIDER shall contact the California Department of Motor Vehicles to determine that drivers have good driving records prior to employment.

   A) SERVICE PROVIDER shall make periodic records reviews to insure that drivers are maintaining good driving records during employment.

   B) SERVICE PROVIDER shall re-assign or dismiss any driver found to have an unsatisfactory driving record.

3. SERVICE PROVIDER operating a project utilizing a vehicle purchased, in whole or part, with Title III funds shall:

   A) Insure that the vehicle(s) receives a daily operational assessment to insure proper condition prior to its utilization. A checklist will be filled out daily and shall be on file at the project office;

   B) Maintain a regular maintenance service schedule for the vehicle(s) which complies with the manufacturer's recommendations;

   C) Affix an Area 4 Agency on Aging decal on the vehicle(s);

   D) Insure that the vehicle(s) comply with State and local equipment and safety regulations; and

   E) Insure that each driver completes a California Department of Aging defensive driving course satisfactorily at the earliest possible date.

4. Yolo Co. Dpt. of Soc. Svc. shall provide transportation service to 25 persons 60 years of age and older who live in Winters for trips to medical/dental appointments, shopping, public agencies and senior activities. A total of 270 one-way trips will be provided for these purposes.

Service will be rendered via an agency vehicle operating 5 days a week.

All performance objectives will be accomplished by June 30, 1982.

Area 4 Agency on Aging
Program Budget

SERVICE:

	PROJECT COST				FUNDING SOURCE						
	Total	Admin Cost	Service Cost	Delivery Cost (C2 only)	OAA Title III Cash	Cash Match	Cash Non Match	USDA Cash	Project Income Cash	In-Kind Match	In-Kind Non Match
SPACE COSTS											
Rent of Space											
Telephone/Utilities											
Maintenance/Janitorial											
Insurance											
TOTAL SPACE COSTS											
SUPPLIES											
Office Supplies/Postage											
Food Service Supplies											
Other Supplies											
TOTAL SUPPLIES COSTS											
VEHICLE COSTS											
Vehicle Operation											
Vehicle Maintenance											
Vehicle Insurance											
TOTAL VEHICLE COSTS											
OTHER COSTS											
2.9 Contract Services	(same as 1980-1981 Contracts on file)										
Broderick Christian Center	9,133				8,288					845	
City of Woodland Senior Center	9,132				8,287					845	
City of Davis Senior Center	9,132				8,287					845	
Winters Transportation	2,040				1,854					186	
Total Contract Service	29,437				26,716					2,721	
TOTAL OTHER COSTS											
TOTAL BUDGET	29,437				26,716					2,721	

Area 4 Agency on Aging Approval: _____ DATE: _____

Form 4-14 (Rev.7/81)

AREA 4 AGENCY ON AGING PROGRAM BUDGET

COMPUTATION OF GRANT AWARD

TOTAL Budget	$ 29,437
Less: Project Income	$ 0
Less: Contributions, Non-Matching	$ 0
Project Costs to be Matched	$ 29,437
Less: Contributions, Matching	$ 2,721
Title III Grant Award	$ 26,716

Authorized Signature For Grantee Agency	Date
Area 4 Agency on Aging Approval	Date

Form 4-14

SCHEDULE OF PROJECT RESOURCES OTHER THAN
OAA GRANT AND PROJECT MATCH

SOURCE	AMOUNT
CASH RESOURCES	NONE
SUB-TOTAL	$ 0
IN-KIND RESOURCES	
1. Broderick Christian Center Volunteer I & R aide	845.00
2. Davis Senior Center Volunteer I & R aide	845.00
3. Woodland Senior Center Volunteer I & R aide	845.00
4. City of Winters Volunteer Escort/Driver	186.00
SUB-TOTAL	$2,721.00
TOTAL	$2,721.00

Form 4-15(b)

SCHEDULE OF NON-FEDERAL PARTICIPATION
USED TO FULFILL THE PROJECT MATCH REQUIREMENT

SOURCE	AMOUNT
CASH RESOURCES	
SUB-TOTAL	$
IN-KIND RESOURCES	
SUB-TOTAL	$
TOTAL	$

Form 4-15(a)

Name of Agency		A4AA Contract No.	Budget Period To
Street No.	City	MIS Code #	Date

Area 4 Agency on Aging Program Budget SERVICE: _____	PROJECT COST				FUNDING SOURCE						
	Total	Admin Cost	Service Cost	Delivery Cost (C2 only)	OAA Title III Cash	Cash Match	Cash Non Match	USDA Cash	Project Income Cash	In-Kind Match	In-Kind Non Match
Paid Personnel											
Position	Hours Week	Hourly Rate									
TOTAL											
In-Kind Personnel											
Position	Hours Week	Hourly Rate									
TOTAL											

Area 4 Agency on Aging Approval: _____ Date: _____

Form 4-14 (Rev.7/81)

Area 4 Agency on Aging
Program Budget

SERVICE: _____

	PROJECT COST				FUNDING SOURCE						
	Total	Admin Cost	Service Cost	Delivery Cost (C2 only)	OAA Title III Cash	Cash Match	Cash Non Match	USDA Cash	Project Income Cash	In-Kind Match	In-Kind Non Match
PAYROLL TAXES											
FICA											
SUI											
TOTAL PAYROLL TAXES											
EMPLOYEE BENEFITS											
[redacted]h/Dental											
Life Insurance											
Retirements											
Worker's Compensation											
TOTAL EMPLOYEE BENEFITS											
TRAVEL & TRAINING											
(12 months x ___ miles x ___ ¢											
Conference/Conventions											
Staff & Volunteer Training											
Volunteer Travel											
TOTAL TRAVEL & TRAINING COSTS											
EQUIPMENT											
[redacted]xpendable Equipment (-$300)											
Non-expendable Equipment (+$300)											
Rental/Leased Equipment											
TOTAL EQUIPMENT COSTS											
FOOD COSTS											
Catered Meals											
Purchased Raw Food											
TOTAL FOOD COSTS											

Area 4 Agency on Aging Approval: _____ DATE: _____

Form 4-14 (Rev.7/81)

Attachment to A4AA

Line 7

Self-Insured in Concert with a Joint Powers Fund Pool made up of several Governmental Agencies Limit of Liability after Application of $5,000 deductible is $1,000,000.

Excess limits carried from $1,000,000 to $20,000,000 with Pine Top Insurance Company.

Policy # 19 CP 10 16 32

Effective 3/1/81 to 3/1/82

Contact Person: Burr Shafer
P. O. Box 1877
Woodland CA 95695

(Telephone: (916) 666-8491)

SENIOR INFORMATION AND REFERRAL COORDINATOR

The coordinator will provide Information & Referral Services to any senior or anyone in behalf of a senior presenting themselves, in person, by phone or letter. Current and accurate I&R shall be provided re: established community resources to meet senior needs.

The coordinator must have good interviewing skills and understand fundamental eligibility rules of major services for the elderly so that accessibility to services is increased and seniors can become aware of appeal procedures if services are denied.

The coordinator must be able to utilize the news media and make presentations to the community re: senior Information & Referral Services.

Qualifications include precise record keeping and reporting of statistical information; understanding of, and ability to communicate with seniors; and the ability to work/share with community agencies and groups on the updating of local available resources.

YOLO COUNTY
INFORMATION AND REFERRAL TRAINING PLAN
FOR
JULY 1981 THROUGH JUNE 1982

The Yolo County training plan and objective for July 1981 through June 1982 is to improve job related skills so that we can better meet our senior I&R needs.

In-house training is currently being conducted, and will continue, on the fourth Tuesday of each month, from 10:00 a.m. to 12:00 noon. The first hour is limited to the exchange of information and solving in-house problems. The second hour is a presentation by a representative from a new or established resource so that I&R personnel will be able to provide accurate I&R to seniors.

We are currently sending I&R personnel to appropriate Title XX (through CSUS and UCD) and Title IV-A training (through the California Department of Aging). This will be continued. A UCD Title XX consultant provides us with eight hours of management consultant services a month.

In addition, on the third Tuesday of each month, the I&R staff are invited to attend training films shown to the Yolo County Social Services staff in the Woodland and Broderick offices.

Attachment to A4AA

Line 7

Self-Insured in Concert with a Joint Powers Fund Pool made up of several Governmental Agencies Limit of Liability after Application of $5,000 deductible is $1,000,000.

Excess limits carried from $1,000,000 to $20,000,000 with Pine Top Insurance Company.

Policy # 19 CP 10 16 32

Effective 3/1/81 to 3/1/82

Contact Person: Burr Shafer
P. O. Box 1877
Woodland CA 95695

(Telephone: (916) 666-8491)

CDA-[redacted]T3B-80-11
CDA-[redacted]-G-80-8

CDA-DA-1C
5/80

Valid as of April 30, 1981
(date)

CALIFORNIA DEPARTMENT OF AGING
DISASTER ASSISTANCE PROGRAM

PROJECT

EMERGENCY CONTACT INFORMATION
AND RESOURCE SUMMARY

Note: Emergency contact and resource summary information is made available only for purposes of communication in the event of a local disaster. It is NOT intended for use under any other business or personal circumstances.

When calling any of the listed individuals regarding an emergency, be prepared to furnish the specific information called for on the CDA-DA-2, Assessment of Impact on Seniors.

1. PSA # 4

2. Geographic Area Served by Project
City of Woodland

3. DIRECTOR :
(a) Name
(b) Business Address City of Woodland Senior Center
504 2nd St.
Woodland, CA 95695
(c) Business Telephone 916 / 666-0698
(d) After Hours Telephone 916 / 666-0736

4. EMERGENCY COORDINATOR :
(a) Name Dorothy Salas
(b) Business Address City of Woodland Senior Center
504 2nd St.
Woodland, CA 95695
(c) Business Telephone 916 / 666-0698
(d) After Hours Telephone 916 / 666-0736

5. ALTERNATE EMERGENCY COORDINATOR :
(a) Name Vicki Gay
(b) Business Address City of Woodland Senior Center
504 2nd St.
Woodland, CA 95695
(c) Business Telephone 916 / 666-0698
(d) After Hours Telephone 916 / 662-8407

INSTRUCTIONS: Specific instructions for completion of this form are displayed on the reverse.

1. Identify the number of the PSA in which the project is located.

2. Describe as specifically as possible the geographic area served by the project, including (where possible) major street boundaries of the area. Where significant, identify the area by neighborhood -- such as: Watts, Greenhaven, Eagle Rock, or any other identifier which, to local residents, will have meaning.

3. Enter:

   (a) the name of the Director.

   (b) the agency name; street address (including any room or suite number); city or town; and ZIP code.

   (c) business telephone of the Director with area code and seven-digit local number.

   (d) the area code and seven-digit local number at which the Director can usually be contacted after hours. Generally, this will be the home telephone number.

4. Enter:

   (a) the name, including any well-known nickname, of the person in the agency designated as the Emergency Coordinator.

   (b) the agency name; street address (including any room or suite number); city or town; and ZIP code.

   (c) business telephone of the Emergency Coordinator with area code and seven-digit local number.

   (d) the area code and seven-digit local number at which the Emergency Coordinator can usually be contacted after hours. Generally, this will be the home telephone number.

5. Enter:

   (a) the name of the person in the agency designated as the Alternate Emergency Coordinator

   (b) the agency name; street address (including any room or suite number); city or town; and ZIP code.

   (c) business telephone of the Alternate Emergency Coordination with area code and seven-digit local number.

   (d) the area code and seven-digit local number at which the Alternate Emergency Coordinator can usually be contacted after hours. Generally, this will be the home telephone number.

CDA-[illegible]H-T3B-80-11
CDA-TM-G-80-8

CDA-DA-1D
5/80

Valid as of April 30, 1981

CALIFORNIA DEPARTMENT OF AGING
DISASTER ASSISTANCE PROGRAM

SITE EMERGENCY CONTACT INFORMATION
AND RESOURCE SUMMARY

Note: Emergency contact and resource summary information is made available only for purposes of communication in the event of a local disaster. It is NOT intended for use under any other business or personal circumstances.

When calling any of the listed individuals regarding an emergency, be prepared to furnish the specific information called for on the CDA-DA-2, Assessment of Impact on Seniors.

1. Name of Project Yolo County Senior Information and Referral

2. Name of Site City of Woodland Senior Center

3. Street address of Site 504 2nd St., Woodland, CA 95695

4. Nearest main street intersection to Site 2 block of intersection Main and 2nd St.

5. If Site has telephone, show area code/number 916 / 666-0690

6. DIRECTOR :
   (a) Name Dorothy Salas
   (b) Business Address City of Woodland Senior Center
   504 2nd St.
   Woodland, CA 95695
   (c) Business Telephone 916 / 666-0698
   (d) After Hours Telephone 916 / 666-0736

7. EMERGENCY COORDINATOR :
   (a) Name Dorothy Salas
   (b) Business Address City of Woodland Senior Center
   504 2nd St.
   Woodland, CA 95695
   (c) Business Telephone 916 / 666-0698
   (d) After Hours Telephone 916 / 666-0736

INSTRUCTIONS: Specific instructions for completion of this form are displayed on the reverse.

1. Enter the name of the project exactly as it appears on the contract or grant from the grantee agency.

2. Enter the name of the site as it is most familiarly known to participants. If the site is known by more than one name, list each commonly used name with a slash between names. (For example: A single site might be known as the Greenhaven Site, the 87th Street Site, and/or the Saint Matthews Site.)

3. Enter the complete street address of the site, including ZIP code.

4. Identify the two major cross streets intersecting closest to the site. If the site is, for example, one block south of the interesection of 4th and Main, so indicate.

5. Self-explanatory.

6. Enter:

   (a) the name of the Director

   (b) the agency name, street address (including room or suite number), city or town and ZIP code.

   (c) business telephone of the Director, with area code and seven-digit local number.

   (d) the area code and seven-digit local number at which the Director can usually be contacted after hours. Generally, this will be the home telephone number.

7. Enter:

   (a) the name, including any well-known nickname, of the person in the agency designated as the Emergency Coordinator.

   (b) the agency name, street address (including room or suite number), city or town and ZIP code.

   (c) business telephone of the Emergency Coordinator, with area code and seven-digit local number.

   (d) the area code and seven-digit local number at which the Emergency Coordinator can usually be contacted after hours. Generally, this will be the home telephone number.

SITE EMERGENCY CONTACT INFORMATION
AND RESOURCE SUMMARY

8. ALTERNATE EMERGENCY COORDINATOR :

(a) Name Vicki Gay

(b) Business Address City of Woodland Senior Center
504 2nd St.
Woodland, CA 95695

(c) Business Telephone 916 / 666-0698

(d) After Hours Telephone 916 / 662-8407

9. Characteristics of Site facilities:

A. Type of construction of building

[ ] (1) wood frame [XX] (3) brick

[ ] (2) concrete [ ] (4) Other (identify) _____

B. Type of structure of building

[XX] (1) single-story [ ] (3) more than two-story
(If more than two, how many? ____)

[ ] (2) two-story

C. Architectural features of building

1. Does facility have off-street parking? [ ] Yes [XXX] No

2. Does facility have one or more elevators? [ ] Yes [XXX] No

3. Does facility comply with Section 504 (Handicapped Act)? [XXX] Yes [ ] No
[ ] Don't Know

4. Does facility comply with Field Act (earthquake)? [ ] Yes [ ] No
[XXX] Don't Know

5. Portion of building used for site

[XXX] (1) all [ ] (3) two or more rooms

[ ] (2) single room [ ] (4) Other (identify) _____

8. Enter:

(a) the name of the person in the agency designated as the Alternate Emergency Coordinator.

(b) the agency name, street address (including room or suite number), city or town, and ZIP code.

(c) business telephone of the Alternate Emergency Coordinator, with area code and seven-digit local number.

(d) the area code and seven-digit local number at which the Alternate Emergency Coordinator can usually be contacted after hours. Generally, this will be the home telephone number.

9. Identify with a check block next to the appropriate indicator

A. the principal type of material used in construction. If item 4 is checked, specify the principal construction material.

B. the number of stories in the building.

C. 1. self-explanatory

2. self-explanatory

3. Section 504 applies to physical accessibility by the disabled. Judicators of compliance are wide entry and exit doors, modifications in restroom facilities to accommodate wheelchairs, lowered public fountains or telephones and similar modifications and accommodations.

4. The Field Act applies to earthquake safety. Do not spend considerable time verifying compliance with Field Act. If you do not know, check "don't know."

5. If the answer checked is "other," specify that portion or segment of the building used.

SITE EMERGENCY CONTACT INFORMATION
AND RESOURCE SUMMARY

9. D. Facilities available as part of the site

1. Maximum occupancy (#) 300
2. Cooking facility [XX] Yes [ ] No
   (If "yes," is facility [XX] commercial level [ ] "snack"?)
3. Beds, cots or lounges [XX] Yes [ ] No (If "yes," how many? 2)
4. Radio(s) or Television(s)
   [XX] Yes [ ] No (If "yes," battery powered? yes)
5. CB or shortwave radio(s)
   [ ] Yes [XX] No (If "yes," battery powered?)
6. Hot water supply
   [XX] Yes [ ] No (If "yes," [XX] Gas [ ] Electric?)
7. Restroom facilities
   [XX] Yes [ ] No (If "yes," how many commodes? 3)
8. Shower/bathing facilities
   [ ] Yes [XX] No
9. Equipped for medical emergency [XX] Yes [ ] No
   (If "yes," indicate type:)
   (a) [XX] simple first aid supplies
   (b) [ ] resusitator or oxygen supply
   (c) [ ] diagnostic/treatment capacity used only by trained medical personnel

E. Type of facility _____

[XX] (1) Senior Center
[ ] (2) Recreation Center
[ ] (3) Church
[ ] (4) School
[ ] (5) Community Center
[ ] (6) Other (describe) _____

F. Legal owner of site: (Name) City of Woodland

(Address) 300 I Street, Woodland, CA 95695

9. D. 1. Enter the maximum number of persons that local building codes or inspection agencies permit on a regular basis in that facility. If you do not know the total facility occupancy number, please specify the maximum occupancy for site and enter "Site only" following the number.

2. Commercial is restaurant (large volume) capacity; the alternative is more designed for light snacks, beverages or quick meals.

3. Self-explanatory

4. Answer "yes" if even a single radio or television is available.

Re: battery powered -- answer "yes" or "no."

5. Answer "yes" if even a single CB or shortwave radio is available.

Re: battrry powered -- answer "yes" or "no."

6. If hot water supply is available, specify whether the method of heating is gas or electric.

7. If "yes," enter the total number of commodes, regardless of whether for men or women.

8. Self-explanatory.

9. A facility may have more than one level. If so, check each appropriate one.

E. Identify the type of facility according to its usual or major use. If "other" is checked, please describe as specifically as possible.

F. Enter the legal name of the owner of the site, whether it is a corporation or an individual, and list the mailing address for the legal owner.

SITE EMERGENCY CONTACT INFORMATION
AND RESOURCE SUMMARY

10. Disaster-significant resources at Site

A. Transportation

1. Total number of vehicles assigned to site 0

(a) Total passenger sedans _____

(b) Total passenger vans _____

(1) Total vans with lifts _____

(c) Total transport vans _____

(d) Total trucks, including pickups _____

2. Identify garaging locations for each vehicle (if several or all are garaged together, so indicate _____

N/A

3. Number of vehicles with CB radio or radio-telephone (#) N/A

B. Nutrition

1. Total meals served at site 0

2. Total home delivered meals served from site 0

3. Total meals (congregate and home-delivered) prepared at site 0

4. Are foodstuffs stored on site? ☐ Yes ☐ No

11. Special factors about the site service area

A. Approximate number of seniors residing in the site service area 2,000

1. Approximate percentage living alone 30 %

2. Approximate percentage living in group quarters -- excluding long-term care facilities 2 %

3. Approximate percentage home-bound or disabled 1.5 %

10. A. 1. Identify the total number of grant-related vehicles, including regularly assigned to the site from other resources.

(a) Enter the total number of passenger sedans, including station wagons.

(b) Enter the total number of passenger vans, excluding station wagons.

(A van is defined as carrying 12 to 15 or more individuals.)

(1) indicate the total number of vans with mechanical or electrical devices designed to assist disabled individuals to enter the van.

(c) transport vans are those which are usually used to move meals or equipment, supplies, etc. Do not include as transport vans any van equipped to carry passengers.

(d) Enter the total number of trucks, including pickups, which could be used to transport large or unwieldy loads which do not characteristically fit into vans.

2. Self-explanatory.

3. Self-explanatory.

B. 1. Enter the average number of congregate meals per day served at the site.

2. Enter the average number of meal deliveries per day to home-bound persons from the site. Do not include as additional deliveries meal-and-a-snack or two meals per delivery.

3. Identify the average number of meals per day prepared at the site. Include in this number meals prepared at this site but delivered to other sites.

4. Foodstuffs, for purposes of this question, are foods which are stored at the site and which could be used in an emergency to feed disaster victims.

11. A. Enter as precise an estimate as possible.

1. Estimate the approximate number of seniors living alone, not in hotels or similar facilities. Include seniors living alone in apartment buildings or in owned or rented housing.

2. Estimate the approximate percentage of seniors living in group quarters, including hotels, but not including long-term care facilities, such as nursing homes, board and care homes, or residential care homes.

3. Estimate the approximate percentage of older persons who can be expected to need special assistance in the event of a disaster, because they are home-bound or disabled.

CDA-[redacted]-T3B-80-11
CDA-TM-G-80-8

CDA-DA-1C
5/80

Valid as of April 30, 1981
(date)

CALIFORNIA DEPARTMENT OF AGING
DISASTER ASSISTANCE PROGRAM

PROJECT

EMERGENCY CONTACT INFORMATION
AND RESOURCE SUMMARY

Note: Emergency contact and resource summary information is made available only for purposes of communication in the event of a local disaster. It is NOT intended for use under any other business or personal circumstances.

When calling any of the listed individuals regarding an emergency, be prepared to furnish the specific information called for on the CDA-DA-2, Assessment of Impact on Seniors.

1. PSA # 4

2. Geographic Area Served by Project
City of Davis

3. DIRECTOR :
(a) Name Pat Moir
(b) Business Address City of Davis Senior Center
630 2nd Street
Davis, CA 95616
(c) Business Telephone 916 / 758-3070
(d) After Hours Telephone 916 / 758-4238

4. EMERGENCY COORDINATOR :
(a) Name Pat Moir
(b) Business Address City of Davis Senior Center
630 2nd Street
Davis, CA 95616
(c) Business Telephone 916 / 758-3070
(d) After Hours Telephone 916 / 758-4238

5. ALTERNATE EMERGENCY COORDINATOR :
(a) Name Jesselee May
(b) Business Address City of Davis Senior Center
630 2nd Street
Davis, CA 95616
(c) Business Telephone 916 / 758-3070
(d) After Hours Telephone 916 / 753-4989

INSTRUCTIONS: Specific instructions for completion of this form are displayed on the reverse.

1. Identify the number of the PSA in which the project is located.

2. Describe as specifically as possible the geographic area served by the project, including (where possible) major street boundaries of the area. Where significant, identify the area by neighborhood -- such as: Watts, Greenhaven, Eagle Rock, or any other identifier which, to local residents, will have meaning.

3. Enter:

   (a) the name of the Director.

   (b) the agency name; street address (including any room or suite number); city or town; and ZIP code.

   (c) business telephone of the Director with area code and seven-digit local number.

   (d) the area code and seven-digit local number at which the Director can usually be contacted after hours. Generally, this will be the home telephone number.

4. Enter:

   (a) the name, including any well-known nickname, of the person in the agency designated as the Emergency Coordinator.

   (b) the agency name; street address (including any room or suite number); city or town; and ZIP code.

   (c) business telephone of the Emergency Coordinator with area code and seven-digit local number.

   (d) the area code and seven-digit local number at which the Emergency Coordinator can usually be contacted after hours. Generally, this will be the home telephone number.

5. Enter:

   (a) the name of the person in the agency designated as the Alternate Emergency Coordinator

   (b) the agency name; street address (including any room or suite number); city or town; and ZIP code.

   (c) business telephone of the Alternate Emergency Coordination with area code and seven-digit local number.

   (d) the area code and seven-digit local number at which the Alternate Emergency Coordinator can usually be contacted after hours. Generally, this will be the home telephone number.

CDA-M-T3B-80-11
CDA-TM-G-80-8

CDA-DA-1D
5/80

Valid as of April 30, 1981

CALIFORNIA DEPARTMENT OF AGING
DISASTER ASSISTANCE PROGRAM

SITE EMERGENCY CONTACT INFORMATION
AND RESOURCE SUMMARY

Note: Emergency contact and resource summary information is made available only for purposes of communication in the event of a local disaster. It is NOT intended for use under any other business or personal circumstances.

When calling any of the listed individuals regarding an emergency, be prepared to furnish the specific information called for on the CDA-DA-2, Assessment of Impact on Seniors.

1. Name of Project Yolo County Senior Information & Referral

2. Name of Site City of Davis Senior Center

3. Street address of Site 630 2nd Street, Davis, CA 95616

4. Nearest main street intersection to Site Corner of 2nd and F St.

5. If Site has telephone, show area code/number 916 / 758-3070

6. DIRECTOR :
   (a) Name Pat Moir
   (b) Business Address City of Davis Senior Center
   630 2nd St.
   Davis, CA 95616
   (c) Business Telephone 916 / 758-3070
   (d) After Hours Telephone 916 / 758-4238

7. EMERGENCY COORDINATOR :
   (a) Name Pat Moir
   (b) Business Address City of Davis Senior Center
   630 2nd St.
   Davis, CA 95616
   (c) Business Telephone 916 / 758-3070
   (d) After Hours Telephone 916 / 758-4238

INSTRUCTIONS: Specific instructions for completion of this form are displayed on the reverse.

1. Enter the name of the project exactly as it appears on the contract or grant from the grantee agency.

2. Enter the name of the site as it is most familiarly known to participants. If the site is known by more than one name, list each commonly used name with a slash between names. (For example: A single site might be known as the Greenhaven Site, the 87th Street Site, and/or the Saint Matthews Site.)

3. Enter the complete street address of the site, including ZIP code.

4. Identify the two major cross streets intersecting closest to the site. If the site is, for example, one block south of the interesection of 4th and Main, so indicate.

5. Self-explanatory.

6. Enter:

   (a) the name of the Director

   (b) the agency name, street address (including room or suite number), city or town and ZIP code.

   (c) business telephone of the Director, with area code and seven-digit local number.

   (d) the area code and seven-digit local number at which the Director can usually be contacted after hours. Generally, this will be the home telephone number.

7. Enter:

   (a) the name, including any well-known nickname, of the person in the agency designated as the Emergency Coordinator.

   (b) the agency name, street address (including room or suite number), city or town and ZIP code.

   (c) business telephone of the Emergency Coordinator, with area code and seven-digit local number.

   (d) the area code and seven-digit local number at which the Emergency Coordinator can usually be contacted after hours. Generally, this will be the home telephone number.

SITE EMERGENCY CONTACT INFORMATION
AND RESOURCE SUMMARY

8. ALTERNATE EMERGENCY COORDINATOR :

(a) Name Jesselee May

(b) Business Address City of Davis Senior Center
630 2nd St.
Davis, CA 95616

(c) Business Telephone 916 / 758-3070

(d) After Hours Telephone 916 / 753-4985

9. Characteristics of Site facilities:

A. Type of construction of building

[ ] (1) wood frame [ ] (3) brick

[XX] (2) concrete [ ] (4) Other (identify) _____

B. Type of structure of building

[XX] (1) single-story [ ] (3) more than two-story
(If more than two, how many? ____)

[ ] (2) two-story

C. Architectural features of building

1. Does facility have off-street parking? [XX] Yes [ ] No

2. Does facility have one or more elevators? [ ] Yes [XX] No

3. Does facility comply with Section 504 (Handicapped Act)? [XX] Yes [ ] No
[ ] Don't know

4. Does facility comply with Field Act (earthquake)? [ ] Yes [ ] No
[XX] Don't know

5. Portion of building used for site
[ ] (1) all [XX] (3) two or more rooms
[ ] (2) single room [ ] (4) Other (identify) _____

8. Enter:

(a) the name of the person in the agency designated as the Alternate Emergency Coordinator.

(b) the agency name, street address (including room or suite number), city or town, and ZIP code.

(c) business telephone of the Alternate Emergency Coordinator, with area code and seven-digit local number.

(d) the area code and seven-digit local number at which the Alternate Emergency Coordinator can usually be contacted after hours. Generally, this will be the home telephone number.

9. Identify with a check block next to the appropriate indicator

A. the principal type of material used in construction. If item 4 is checked, specify the principal construction material.

B. the number of stories in the building.

C. 1. self-explanatory

2. self-explanatory

3. Section 504 applies to physical accessibility by the disabled. Judicators of compliance are wide entry and exit doors, modifications in restroom facilities to accommodate wheelchairs, lowered public fountains or telephones and similar modifications and accommodations.

4. The Field Act applies to earthquake safety. Do not spend considerable time verifying compliance with Field Act. If you do not know, check "don't know."

5. If the answer checked is "other," specify that portion or segment of the building used.

SITE EMERGENCY CONTACT INFORMATION
AND RESOURCE SUMMARY

9. D. Facilities available as part of the site

1. Maximum occupancy (#) 86

2. Cooking facility [ ] Yes [XX] No

(If "yes," is facility [ ] commercial level [ ] "snack"?)

3. Beds, cots or lounges [XX] Yes [ ] No (If "yes," how many? 2)

4. Radio(s) or Television(s)

[XX] Yes [ ] No (If "yes," battery powered? yes)

5. CB or shortwave radio(s)

[XX] Yes [ ] No (If "yes," battery powered? no)

6. Hot water supply [XX] Yes [ ] No (If "yes," [XX] Gas [ ] Electric?)

7. Restroom facilities

[XX] Yes [ ] No (If "yes," how many commodes? 2)

8. Shower/bathing facilities

[ ] Yes [XX] No

9. Equipped for medical emergency [XX] Yes [ ] No

(If "yes," indicate type:)

(a) [XX] simple first aid supplies

(b) [ ] resusitator or oxygen supply

(c) [ ] diagnostic/treatment capacity used only by trained medical personnel

E. Type of facility _____

[XX] (1) Senior Center [ ] (4) School

[ ] (2) Recreation Center [ ] (5) Community Center

[ ] (3) Church [ ] (6) Other (describe) _____

F. Legal owner of site: (Name) Martha White

(Address) 6590 Knoxville Rd.
Napa, CA 94458

9. D. 1. Enter the maximum number of persons that local building codes or inspection agencies permit on a regular basis in that facility. If you do not know the total facility occupancy number, please specify the maximum occupancy for site and enter "Site only" following the number.

2. Commercial is restaurant (large volume) capacity; the alternative is more designed for light snacks, beverages or quick meals.

3. Self-explanatory

4. Answer "yes" if even a single radio or television is available.

Re: battery powered -- answer "yes" or "no."

5. Answer "yes" if even a single CB or shortwave radio is available.

Re: battrry powered -- answer "yes" or "no."

6. If hot water supply is available, specify whether the method of heating is gas or electric.

7. If "yes," enter the total number of commodes, regardless of whether for men or women.

8. Self-explanatory.

9. A facility may have more than one level. If so, check each appropriate one.

E. Identify the type of facility according to its usual or major use. If "other" is checked, please describe as specifically as possible.

F. Enter the legal name of the owner of the site, whether it is a corporation or an individual, and list the mailing address for the legal owner.

SITE EMERGENCY CONTACT INFORMATION
AND RESOURCE SUMMARY

10. Disaster-significant resources at Site

A. Transportation

1. Total number of vehicles assigned to site 2

(a) Total passenger sedans ____

(b) Total passenger vans 2

(1) Total vans with lifts 1

(c) Total transport vans ____

(d) Total trucks, including pickups ____

2. Identify garaging locations for each vehicle (if several or all are garaged together, so indicate ____

3. Number of vehicles with CB radio or radio-telephone (#) 756-3400
758-3600
coll# 36869

B. Nutrition

1. Total meals served at site ____

2. Total home delivered meals served from site ____

3. Total meals (congregate and home-delivered) prepared at site ____

4. Are foodstuffs stored on site? ___ Yes [XX] No

11. Special factors about the site service area

A. Approximate number of seniors residing in the site service area 3,200

1. Approximate percentage living alone 60 %

2. Approximate percentage living in group quarters -- excluding long-term care facilities 0 %

3. Approximate percentage bed-bound or disabled 1 %

10. A. 1. Identify the total number of grant-related vehicles, including regularly assigned to the site from other resources.

(a) Enter the total number of passenger sedans, including station wagons.

(b) Enter the total number of passenger vans, excluding station wagons.

(A van is defined as carrying 12 to 15 or more individuals.)

(1) Indicate the total number of vans with mechanical or electrical devices designed to assist disabled individuals to enter the van.

(c) transport vans are those which are usually used to move meals or equipment, supplies, etc. Do not include as transport vans any van equipped to carry passengers.

(d) Enter the total number of trucks, including pickups, which could be used to transport large or unwieldy loads which do not characteristically fit into vans.

2. Self-explanatory.

3. Self-explanatory.

B. 1. Enter the average number of congregate meals per day served at the site.

2. Enter the average number of meal deliveries per day to home-bound persons from the site. Do not include as additional deliveries meal-and-a-snack or two meals per delivery.

3. Identify the average number of meals per day prepared at the site. Include in this number meals prepared at this site but delivered to other sites.

4. Foodstuffs, for purposes of this question, are foods which are stored at the site and which could be used in an emergency to feed disaster victims.

11. A. Enter as precise an estimate as possible.

1. Estimate the approximate number of seniors living alone, not in hotels or similar facilities. Include seniors living alone in apartment buildings or in owned or rented housing.

2. Estimate the approximate percentage of seniors living in group quarters, including hotels, but not including long-term care facilities, such as nursing homes, board and care homes, or residential care homes.

3. Estimate the approximate percentage of older persons who can be expected to need special assistance in the event of a disaster, because they are home-bound or disabled.

CDA-[illegible]-T3B-80-11
CDA-[illegible]-G-80-8

CDA-DA-1C
5/80

Valid as of April 30, 1981
(date)

CALIFORNIA DEPARTMENT OF AGING
DISASTER ASSISTANCE PROGRAM

PROJECT

EMERGENCY CONTACT INFORMATION
AND RESOURCE SUMMARY

Note: Emergency contact and resource summary information is made available only for purposes of communication in the event of a local disaster. It is NOT intended for use under any other business or personal circumstances.

When calling any of the listed individuals regarding an emergency, be prepared to furnish the specific information called for on the CDA-DA-2, Assessment of Impact on Seniors.

1. PSA # 4

2. Geographic Area Served by Project
Broderick and Bryte Counties

3. DIRECTOR :
(a) Name Phebee German
(b) Business Address Broderick Christian Center
110 6th Street
Broderick, CA 95605
(c) Business Telephone 916 / 372-0200
(d) After Hours Telephone 916 / 422-6915

4. EMERGENCY COORDINATOR :
(a) Name Phebee German
(b) Business Address Broderick Christian Center
110 6th Street
Broderick, CA 95605
(c) Business Telephone 916 / 372-0200
(d) After Hours Telephone 916 / 422-6915

5. ALTERNATE EMERGENCY COORDINATOR :
(a) Name Lola Savala
(b) Business Address Broderick Christian Center
110 6th Street
Broderick, CA 95605
(c) Business Telephone 916 / 372-0200
(d) After Hours Telephone 916 / 371-7881

INSTRUCTIONS: Specific instructions for completion of this form are displayed on the reverse.

1. Identify the number of the PSA in which the project is located.

2. Describe as specifically as possible the geographic area served by the project, including (where possible) major street boundaries of the area. Where significant, identify the area by neighborhood -- such as: Watts, Greenhaven, Eagle Rock, or any other identifier which, to local residents, will have meaning.

3. Enter:

   (a) the name of the Director.

   (b) the agency name; street address (including any room or suite number); city or town; and ZIP code.

   (c) business telephone of the Director with area code and seven-digit local number.

   (d) the area code and seven-digit local number at which the Director can usually be contacted after hours. Generally, this will be the home telephone number.

4. Enter:

   (a) the name, including any well-known nickname, of the person in the agency designated as the Emergency Coordinator.

   (b) the agency name; street address (including any room or suite number); city or town; and ZIP code.

   (c) business telephone of the Emergency Coordinator with area code and seven-digit local number.

   (d) the area code and seven-digit local number at which the Emergency Coordinator can usually be contacted after hours. Generally, this will be the home telephone number.

5. Enter:

   (a) the name of the person in the agency designated as the Alternate Emergency Coordinator

   (b) the agency name; street address (including any room or suite number); city or town; and ZIP code.

   (c) business telephone of the Alternate Emergency Coordination with area code and seven-digit local number.

   (d) the area code and seven-digit local number at which the Alternate Emergency Coordinator can usually be contacted after hours. Generally, this will be the home telephone number.

CDA-81-T3B-80-11
CDA-IM-G-80-8

CDA-DA-1D
5/80

Valid as of April 30, 1981

CALIFORNIA DEPARTMENT OF AGING
DISASTER ASSISTANCE PROGRAM

SITE EMERGENCY CONTACT INFORMATION
AND RESOURCE SUMMARY

Note: Emergency contact and resource summary information is made available only for purposes of communication in the event of a local disaster. It is NOT intended for use under any other business or personal circumstances.

When calling any of the listed individuals regarding an emergency, be prepared to furnish the specific information called for on the CDA-DA-2, Assessment of Impact on Seniors.

1. Name of Project Yolo County Senior Information and Referral

2. Name of Site Broderick Christian Center

3. Street address of Site 110 6th St., Broderick, CA 95605

4. Nearest main street intersection to Site 3 blocks north of Sacramento Ave.

5. If Site has telephone, show area code/number 916 / 372-0200

6. DIRECTOR :
   (a) Name Phebee German
   (b) Business Address Broderick Christian Center
   110 6th Street
   Broderick, CA 95605
   (c) Business Telephone 916 / 372-0200
   (d) After Hours Telephone 916 / 422-6915

7. EMERGENCY COORDINATOR :
   (a) Name Phebee German
   (b) Business Address Broderick Christian Center
   110 6th Street
   Broderick, CA 95605
   (c) Business Telephone 916 / 372-0200
   (d) After Hours Telephone 916 / 422-6915

INSTRUCTIONS: Specific instructions for completion of this form are displayed on the reverse.

1. Enter the name of the project exactly as it appears on the contract or grant from the grantee agency.

2. Enter the name of the site as it is most familiarly known to participants. If the site is known by more than one name, list each commonly used name with a slash between names. (For example: A single site might be known as the Greenhaven Site, the 87th Street Site, and/or the Saint Matthews Site.)

3. Enter the complete street address of the site, including ZIP code.

4. Identify the two major cross streets intersecting closest to the site. If the site is, for example, one block south of the intersection of 4th and Main, so indicate.

5. Self-explanatory.

6. Enter:

   (a) the name of the Director

   (b) the agency name, street address (including room or suite number), city or town and ZIP code.

   (c) business telephone of the Director, with area code and seven-digit local number.

   (d) the area code and seven-digit local number at which the Director can usually be contacted after hours. Generally, this will be the home telephone number.

7. Enter:

   (a) the name, including any well-known nickname, of the person in the agency designated as the Emergency Coordinator.

   (b) the agency name, street address (including room or suite number), city or town and ZIP code.

   (c) business telephone of the Emergency Coordinator, with area code and seven-digit local number.

   (d) the area code and seven-digit local number at which the Emergency Coordinator can usually be contacted after hours. Generally, this will be the home telephone number.

SITE EMERGENCY CONTACT INFORMATION
AND RESOURCE SUMMARY

8. ALTERNATE EMERGENCY COORDINATOR :

(a) Name Lolo Savala

(b) Business Address Broderick Christian Center
110 6th Street
Broderick, CA 95605

(c) Business Telephone 916 / 372-0200

(d) After Hours Telephone 916 / 371-7881

9. Characteristics of Site facilities:

A. Type of construction of building

[XX] (1) wood frame [ ] (3) brick

[ ] (2) concrete [ ] (4) Other (identify) _____

B. Type of structure of building

[XX] (1) single-story [ ] (3) more than two-story
(If more than two, how many? ____)

[ ] (2) two-story

C. Architectural features of building

1. Does facility have off-street parking? [ ] Yes [XX] No

2. Does facility have one or more elevators? [ ] Yes [XX] No

3. Does facility comply with Section 504 (Handicapped Act)? [XX] Yes [ ] No
[ ] Don't Know

4. Does facility comply with Field Act (earthquake)? [ ] Yes [ ] No
[XX] Don't Know

5. Portion of building used for site
[XX] (1) all [ ] (3) two or more rooms
[ ] (2) single room [ ] (4) Other (identify) _____

8. Enter:

(a) the name of the person in the agency designated as the Alternate Emergency Coordinator.

(b) the agency name, street address (including room or suite number), city or town, and ZIP code.

(c) business telephone of the Alternate Emergency Coordinator, with area code and seven-digit local number.

(d) the area code and seven-digit local number at which the Alternate Emergency Coordinator can usually be contacted after hours. Generally, this will be the home telephone number.

9. Identify with a check block next to the appropriate indicator

A. the principal type of material used in construction. If item 4 is checked, specify the principal construction material.

B. the number of stories in the building.

C. 1. self-explanatory

2. self-explanatory

3. Section 504 applies to physical accessibility by the disabled. Judicators of compliance are wide entry and exit doors, modifications in restroom facilities to accommodate wheelchairs, lowered public fountains or telephones and similar modifications and accommodations.

4. The Field Act applies to earthquake safety. Do not spend considerable time verifying compliance with Field Act. If you do not know, check "don't know."

5. If the answer checked is "other," specify that portion or segment of the building used.

SITE EMERGENCY CONTACT INFORMATION
AND RESOURCE SUMMARY

9. D. Facilities available as part of the site

1. Maximum occupancy (#) 30

2. Cooking facility [XX] Yes [ ] No

(If "yes," is facility [ ] commercial level [XX] "snack"?)

3. Beds, cots or lounges [ ] Yes [XX] No (If "yes," how many? _____)

4. Radio(s) or Television(s)

[XX] Yes [ ] No (If "yes," battery powered? yes)

5. CB or shortwave radio(s)

[ ] Yes [XX] No (If "yes," battery powered? ___)

6. Hot water supply [XX] Yes [ ] No (If "yes," [XX] Gas [ ] Electric?)

7. Restroom facilities

[XX] Yes [ ] No (If "yes," how many commodes? 1)

8. Shower/bathing facilities

[ ] Yes [XX] No

9. Equipped for medical emergency [XX] Yes [ ] No

(If "yes," indicate type:)

(a) [XX] simple first aid supplies

(b) [ ] resusitator or oxygen supply

(c) [ ] diagnostic/treatment capacity used only by trained medical personnel

E. Type of facility _____

[XX] (1) Senior Center

[ ] (2) Recreation Center

[ ] (3) Church

[ ] (4) School

[ ] (5) Community Center

[ ] (6) Other (describe) _____

F. Legal owner of site: (Name) United Christian Center

(Address) 110 6th St., Broderick, CA 95605

9. D. 1. Enter the maximum number of persons that local building codes or inspection agencies permit on a regular basis in that facility. If you do not know the total facility occupancy number, please specify the maximum occupancy for site and enter "Site only" following the number.

2. Commercial is restaurant (large volume) capacity; the alternative is more designed for light snacks, beverages or quick meals.

3. Self-explanatory

4. Answer "yes" if even a single radio or television is available.

Re: battery powered -- answer "yes" or "no."

5. Answer "yes" if even a single CB or shortwave radio is available.

Re: battrry powered -- answer "yes" or "no."

6. If hot water supply is available, specify whether the method of heating is gas or electric.

7. If "yes," enter the total number of commodes, regardless of whether for men or women.

8. Self-explanatory.

9. A facility may have more than one level. If so, check each appropriate one.

E. Identify the type of facility according to its usual or major use. If "other" is checked, please describe as specifically as possible.

F. Enter the legal name of the owner of the site, whether it is a corporation or an individual, and list the mailing address for the legal owner.

SITE EMERGENCY CONTACT INFORMATION
AND RESOURCE SUMMARY

10. Disaster-significant resources at Site

A. Transportation

1. Total number of vehicles assigned to site 1

(a) Total passenger sedans 0
(b) Total passenger vans 12

(1) Total vans with lifts 0

(c) Total transport vans 0
(d) Total trucks, including pickups 0

2. Identify garaging locations for each vehicle (if several or all are garaged together, so indicate

on site

3. Number of vehicles with CB radio or radio-telephone (#) 0

B. Nutrition

1. Total meals served at site 0
2. Total home delivered meals served from site 0
3. Total meals (congregate and home-delivered) prepared at site 0
4. Are foodstuffs stored on site? ___ Yes [XX] No

11. Special factors about the site service area

A. Approximate number of seniors residing in the site service area 1,600

1. Approximate percentage living alone 16 %
2. Approximate percentage living in group quarters -- excluding long-term care facilities 0 %
3. Approximate percentage home-bound or disabled 1 %

SITE EMERGENCY CONTACT INFORMATION
AND RESOURCE SUMMARY

9. D. Facilities available as part of the site

1. Maximum occupancy (#) 30

2. Cooking facility [XX] Yes [ ] No

(If "yes," is facility [ ] commercial level [XX] "snack"?)

3. Beds, cots or lounges [ ] Yes [XX] No (If "yes," how many? _____)

4. Radio(s) or Television(s)

[XX] Yes [ ] No (If "yes," battery powered? yes)

5. CB or shortwave radio(s)

[ ] Yes [XX] No (If "yes," battery powered? ___)

6. Hot water supply [XX] Yes [ ] No (If "yes," [XX] Gas [ ] Electric?)

7. Restroom facilities

[XX] Yes [ ] No (If "yes," how many commodes? 1)

8. Shower/bathing facilities

[ ] Yes [XX] No

9. Equipped for medical emergency [XX] Yes [ ] No

(If "yes," indicate type:)

(a) [XX] simple first aid supplies

(b) [ ] resusitator or oxygen supply

(c) [ ] diagnostic/treatment capacity used only by trained medical personnel

E. Type of facility _____

[XX] (1) Senior Center [ ] (4) School

[ ] (2) Recreation Center [ ] (5) Community Center

[ ] (3) Church [ ] (6) Other (describe) _____

F. Legal owner of site: (Name) United Christian Center

(Address) 110 6th St., Broderick, CA 95605

COUNTY OF YOLO

Woodland, California

95695

FLOYD E. McCAIN, PERSONNEL DIRECTOR
Courthouse - Room 102
Telephone (916) 666-8358

May 11, 1981

FILED

MAY 15 1981

PETER McNAMEE, Clerk

By Paula M. Cooper, Deputy

AGREEMENT NO. 81-111

SIDE LETTER OF AGREEMENT

Pursuant to the request received from the Deputy Sheriffs' Association regarding the transfer of leave time from certain Deputy Sheriffs' Association members to Deputy Steve Correa, the County of Yolo and the Yolo County Deputy Sheriffs' Association hereby agree to the following conditions for said transfer of time:

1. This agreement by the County does not obligate the County to the same or similar terms of any future requests.

2. Deputy Sheriffs' Association shall provide to the County a written request to transfer time, signed by deputies desiring to transfer time. Such request shall state the amount of hours to be transferred.

3. The above request must be received no later than May 14.

4. Only vacation, holiday, Administrative and compensatory time may be transferred.

5. Requests to transfer less than four (4) hours on more than twenty four (24) hours will not be approved.

6. Floating holidays may only be transferred in eight (8) hour blocks of time.

7. The time donated will be credited to Deputy Correa at the rate of eighty (80) hours per pay period, and shall be used in the following order:

    1. All compensatory time, then;
    2. All vacation time, then;
    3. Holiday time (floating).

8. Amounts of time available but not needed will not be transferred.

9. Provisions and/or terms of this agreement shall not be grievable.

10. This agreement shall become effective immediately upon the approval of the Board of Supervisors and shall expire when all hours to be transferred (as provided in items two (2) and eight (8) above) have been transferred.

James L. Whitehead
JAMES L. WHITEHEAD

11 MAY 81
DATE

Ronald E McGee
RONALD E. McGEE

11/May/81
DATE

APPROVAL:

Robert N Black
ROBERT N. BLACK, Chairman
Yolo County Board of Supervisors

DATED: May 12, 1981

ATTEST: PETER McNAMEE, COUNTY CLERK

BY Paula M Cooper
Deputy

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS
Paula M Cooper
Deputy

BK

STANDARD AGREEMENT — STATE OF CALIFORNIA STD. 2 (REV. 11/75)

APPROVED BY THE ATTORNEY GENERAL

☒ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER

AGREEMENT NO. 81-112

THIS AGREEMENT, made and entered into this 28th day of February, 1981, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
DIRECTOR	DEPARTMENT OF FOOD AND AGRICULTURE	9707

hereafter called the State, and

COUNTY OF YOLO

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Provide all equipment personnel and materials (except traps, trap parts, and lures), necessary to place and service the number of traps designated below in accordance with the obligations and specifications set forth in Exhibit A which is attached hereto and made a part thereof.

Number of Traps

Urban Area (Five Per Square Mile)	250
Rural, Residential, and Host Crop Area (Selectively Placed at One Per Square Mile)	100
High Hazard (Placed as Needed)	25
TOTAL	375

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS
Deputy

FILED
JUN 24 1981
PETER McNAMEE, Clerk
By Anna M Coleman, Deputy

APPROVED AS TO FORM:
COUNTY COUNSEL
YOLO COUNTY, CALIF.
COUNTY COUNSEL

The provisions on the reverse side hereof constitute a part of this agreement.
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: DEPARTMENT OF FOOD AND AGRICULTURE	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): COUNTY OF YOLO Agreement No. 81-112
BY (AUTHORIZED SIGNATURE): Kathryn Turner	BY (AUTHORIZED SIGNATURE): Robert V. Beard
TITLE: BUSINESS SERVICE OFFICER	TITLE: Chairman, Board of Supervisors
(CONTINUED ON ___ SHEETS, EACH BEARING NAME OF CONTRACTOR)	ADDRESS: P. O. Box 1820, Woodland, CA. 95695

Department of General Services Use ONLY

FORM | POLICY | BUDGET

Department of General Services
APPROVED
JUN 01 1981
BY
Asst. Chief Counsel

AMOUNT ENCUMBERED	APPROPRIATION		FUND	
$ 13,015	SUPP OE&E		General	
UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTES	FISCAL YEAR
$	416	510	80	80/81
ADJ. INCREASING ENCUMBRANCE	FUNCTION			
$	Plant Industry-Detection			
ADJ. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT			
$	1-06-517-00-645			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO. | B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER: [signature] DATE: 5/29/81

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY: Kathryn Turner DATE: 5/29/81

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

8. This agreement shall be for services performed from March 1, 1981 and shall continue in effect until June 30, 1981 unless sooner terminated.

9. The Contractor shall direct all inquiries and notices with respect to this agreement to Phyllis Hiatt, Area Manager, Exclusion and Detection - Medfly Trapping Program, 1220 N Street, Room 425, Sacramento, California 95814. The State shall direct all notices to Contractor at the address contained hereinabove.

10. The Contractor shall submit to Phyllis Hiatt (See "9" above for address) in triplicate, invoices for all services performed. The invoices shall be submitted not more often than monthly and referenced "Contract No. 9707". Each invoice shall itemize all direct costs, administrative costs, and operating overhead expenses incurred by the Contractor in the performance of this agreement. Each invoice shall be accompanied by copies of receipts for the purchase or rental of supplies or equipment. Payment shall be made on the basis of the

invoices upon certification by the State Coordinator that Contractor has complied with the terms and conditions of this agreement. Such certification shall not be unreasonably withheld.

11. The Contractor shall maintain and make available for audit by the State or its representative a record of all disbursements made under this agreement. The record shall be maintained for a period of two years from and after June 1981, or until the completion of such audit and issuance of a release of accountability, whichever comes first.

12. The total amount payable under this agreement shall not exceed $13,015 in accordance with attachment described as "Budget Sheet" and identified as Exhibit "B" which by this reference is made a part hereof.

13. Except as provided in paragraph 3 above, either party may terminate this agreement by giving the other party written notice thereof at least thirty (30) days prior to the effective date of termination.

14. This agreement is subject to the Fair Employment Practices Addendum attached hereto as Exhibit "C" and incorporated herein by this reference.

15. This agreement shall not be considered effective unless signed by both parties and approved by the Department of General Services.

16. Title to equipment purchased from funds provided by the State under this agreement will vest in the State unless otherwise specified. Upon termination of this agreement the State may:

a) request that such equipment be returned to the State with costs incurred by the contractor for such return being reimbursed by the State;
b) transfer title to such equipment to the contractor at no additional cost to the contractor;
c) by mutual agreement with the contractor, allow the contractor to purchase such equipment for an amount not to exceed the residual value of the equipment as of the date of termination of this agreement; or
d) authorized the continued use of such equipment for work to be performed under a different agreement.

The contractor shall maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of this agreement. The inventory record for each piece of such equipment shall include the date acquired, total cost, serial and model identification (on purchased equipment) and any other information or description necessary to identify said equipment. The inventory

records shall also include the location or section to which each said piece of equipment is assigned. Nonexpendable equipment to be so inventoried shall be those items of equipment which have a normal life expectancy of one year or more and an approximate unit price of $500 or more. In addition theft sensitive items of equipment costing less than $500 shall be inventoried. A copy of the inventory record shall be submitted to the State upon request by the State, said inventory not to be submitted more frequently than annually.

Exhibit A

Contract Specifications For State-County
Mediterranean Fruit Fly Detection Program

This document is an attachment to, and forms a part of, the agreement entered into between the State of California and one or more of its counties for detection of Mediterranean fruit fly. Included in it are trapping specifications and required documentation. Also given are the obligations and responsibilities of the California Department of Food and Agriculture, hereinafter "DFA", and the county agricultural commissioners of these counties participating in the Mediterranean fruit fly detection program, hereinafter "CAC."

Article I

JACKSON TRAPS

Section 1.01 Description of Trap.

The Jackson trap is an effective tool for Mediterranean fruit fly detection and will be the trap used under this contract. It is made of plastic-coated cardboard, is inexpensive, and is easy to ship or store. The lure is placed on cotton roll wicks supported by a wick clip. Stickem on an insert is used to capture flies.

Section 1.02 Trimedlure.

Trimedlure attracts Mediterranean fruit flies. It is expensive and should be handled with care to prevent spillage and waste. Liquid lure may be absorbed by the trap, thus rendering it less efficient. Therefore, extreme care should be taken not to allow any of the lure to come in contact with the cardboard. Preventing contamination is one of the most important factors to be considered in trapping operations. This lure is a sex lure. No insecticide is used in Trimedlure.

Section 1.03 Labeling

Traps must be properly labeled so that county personnel can determine exact location of the traps. It is imperative that the trap location number accompany specimens submitted to the lab so that these numbers can be easily traced back to the exact property where the fly was trapped.

Section 1.04 Stickem and Baiting Traps.

Each time the trap is inspected, the stickem should be checked to assure it is in good condition to catch flies.

Section 1.04 (cont.)

If leaves and trash are observed in the stickem, they should be removed. If the stickem dries out, the insert should be replaced by a new one.

The lure is applied to the wicks through the use of a chemistry wash bottle, glue bottle, or a hypodermic needle. Apply 2 cc trimedlure to the 3/4" wick. The lure should never be forcibly squirted from the bottles or hypodermic needle. Extreme care should be taken that the lure is not allowed to contact the trap body or insert. Use care in applying or handling the lures to avoid contamination of the outside of the trap (from hand or otherwise). Research has shown such contamination will reduce fly catches. Catch all lure drippings on an absorbent material so that drops of these persistent lures will not fall to the ground and be attractive to the flies and, therefore, be in competition with the trap.

The insert is slightly wider than the trap body; therefore, it will have to be curled before insertion. The purpose of this is so that the insert will fit tightly and not be blown out. Put insert in traps sticky side up and bowed upward slightly in the middle.

Section 1.05 Servicing Traps and Submitting Fly or Flies

The Jackson traps must be baited in the field. The traps are to be serviced on a 7-day cycle from March 1 through October 31 and on a 2-week basis the rest of the year. Traps should not be more than two days off schedule.

To examine traps, pull out insert so that the entire area of insert is visible. To submit a fly for identification, cut out the area of the insert containing the fly and put it into a vial. Do not attempt to remove the fly from the sticky insert. Submit the specimen to Lab Services in the usual manner. A phone call advising the lab of the incoming specimen is suggested.

Section 1.06 Rebaiting, Changing Wicks, and Inserts

The schedule for rebaiting, changing wicks and inserts is as follows:

The wick should be rebaited every 4 weeks and should be changed every 12 weeks.

The inserts should be changed every 12 weeks or when they have become dirty or dry, whichever comes first.

Section 1.06 (cont.)

The trimedlure wicks are rebaited at 4-week intervals with 2 cc of trimedlure. However, saturation may be reached before the entire 2 cc has been added. If this happens, then a small amount should be drawn back to prevent dripping.

Every 12 weeks, both wick and insert are replaced simultaneously. The old inserts and wicks are discarded by putting them inside a plastic trash bag. No old traps, wicks, or trap parts will be kept in the trapper's vehicle during the day outside of a closed plastic trash bag. The trash bag should not have holes in it.

Section 1.07 Hosts

The selection of the best fruit fly host at each trap location is an important phase of an effective Fruit Fly Detection Program. Priority should be given to the preferred host. (For the preferred host list see Exhibit A-1).

Keep in mind that in the detection program, we are attempting to detect an infestation as soon as possible. Therefore, it behooves each trapper to place his traps in the most likely hosts. We classify hosts as fruiting hosts.

Generally, it is not advisable to place a trap in a host without fruit unless it shows evidence of abundant honeydew. The amount of natural food (honeydew) on a nonfruiting host can make that tree a better trap site than some fruiting hosts. Honeydew is a sweetish, clear excretion produced by certain insects such as aphids, scale insects, mealybugs, or whiteflies. It is a good food source for adult fruit flies. A fungus called sooty mold lives in the honeydew. This mold turns the leaves on the tree black. The presence of sooty mold is an indication that the host is infested with insects that produce honeydew. The danger of ants removing a fly or flies from the trap is probably greater where honeydew is found.

Trees having thin foliage should be avoided when other preferred hosts are available. This is true, especially during the summer months, as these trees do not produce enough shade. When a preferred host does not have sufficient shade, you might consider placing the trap in a lesser host or nonhost close by (not more than 25 feet).

Section 1.08 Placement of Traps in Host

The trap should be placed in a host at a point high enough to be out of the reach of children or livestock (5 to 7 feet high). It should be secured in a manner to prevent it

Section 1.08 (cont.)

from being blown down. During the summer or warmer portions of the year, the trap must be placed in open shade; whereas, in the winter or cooler time of the year, it should be placed in a southern exposure in sunny positions, but not in direct sunlite. Be sure that the trap openings are not obstructed by foliage. Place trap at height one-half the distance of canopy and about one-half the distance from the center of the canopy to the outside. Forked metal-tipped sticks are useful for placing the trap in the host sufficiently high to be out of easy reach of children and curious adults. Where a number of equal hosts are on the same property, prevailing winds should be considered. The trap should be placed in the host that is located on the side the wind blows from.

Section 1.09 Trap Distribution and Density

The trap density will consist of five traps per square mile in urban areas. These should be placed in a manner that renders them equi-distant as near as possible. That is one trap should be assigned to each quarter section of the square mile. The fifth trap can be located in any quarter area of the square mile, but it should be kept in the center area of the square mile.

In rural residential and host crop areas traps will be selectively placed at one per square mile. Placement shall be determined by CAC and State Detection Entomologist.

Traps will be placed as needed in high hazard areas.

Each trap, in a detection trap network, represents an area which is the Trap Responsibility Area. The trap responsibility area for any trap extends half the distance between that trap and the nearest trap in all directions.

Section 1.10 Maps

It is essential that trap locations be indicated on county and/or city maps (at least 1/2 inch per square mile when available) to indicate distribution and density. These maps will be maintained in the county office. A second set submitted to the State with the county's work plan shall be maintained by the State district entomologist. Each time a trap is relocated, the pin or indicator need not be moved as long as the new relocation is within 1/2 mile of the previous relocation. The map should indicate the approximate current location of each trap.

Article II

AGENCY RESPONSIBILITY

Section 2.01 The DFA shall have the following obligations:

A. Provide all Jackson traps, parts and lure.

B. Provide technical assistance and training to CAC personnel on use of Jackson traps and detection procedures for Medfly.

C. Assist with and review county's detailed work plan.

D. Provide daily trapping record forms to CAC if requested. (Exhibit A-2)

Section 2.02 The CAC shall have the following obligations and responsibilities.

A. Place minimum number of traps in urban, rural residential and high hazard areas as agreed upon in contract.

B. Service traps in a timely manner as described in Article I, Section 1.05.

C. Send personnel to training provided by State Detection Entomologist.

D. Provide a written work plan which shall include but not be limited to a map showing trap locations (Article I, Sec. 1.10), proposed number of traps to be serviced daily and an explanation or copy of forms used for daily trapping records and property location records.

E. Make a quarterly report to the state records which shall include but not be limited to the number of traps in operation and total number of traps serviced per quarter.

F. Allow State personnel to accompany trapper on trapping route. This may constitute infield training for CAC personnel.

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE

MULTIPLE TRAPS DETECTION PROGRAM
PROPERTY TRAPPING RECORD 19__

EXCLUSION AND DETECTION
66-053 (11-24-80)

COUNTY _____ AREA _____

DESCRIPTIVE LOCATION _____

_____

NUMBER OF TRAPS ON PROPERTY:
MCPHAILS: ___ JACKSON: ___
GYPSY MOTH: ___ JAPANESE BEETLE: ___

INSPECTOR _____

* DATE TRAPS SERVICED	DATE TRAPS SERVICED	DATE TRAPS SERVICED

PROPERTY DIAGRAM

* At top of each column list type of trap being used.

Exhibit A-2

YOLO COUNTY
MEDFLY BUDGET

Specifications

Contract Time: March 1, 1981 - June 30, 1981

Number of Traps

1.	Urban Area (5 per square Mile)	250
2.	Rural Residential and Host Crop Area (Selectively placed at 1 per square mile)	100
3.	High Hazard Area (placed as needed)	25
	TOTAL	375

Actual Time Involved March 1, 1981 - April 30, 1981

243½	hours setting up and servicing 375 traps X $6.6519 per hr. X 31% Fringe Benefits	$ 2,122.00
44	hours Supervising Biologist X $7.937 per hr. X 31% Fringe Benefits	$ 457.00
44	hours Clerical/reports X $7.379 per hr. X 31% Fringe Benefits	$ 425.00

Proposed Time Involved May 1, 1981 - June 30, 1981

672	hours servicing 375 traps X $6.6519 per hr. X 31% Fringe Benefits	$ 5,856.00
42	hours Supervising Bilogist X $7.937 per hr. X 31% Fringe Benefits	$ 437.00
42	hours Clerical/reports X $7.379 per hr. X 31% Fringe Benefits	$ 406.00

County Costs - Equipment

Vehicle cost of 1½ vehicles for period 3/1/81 - 6/30/81	$ 2,129.00
Total	$ 11,832.00
Overhead 10%	$ 1,183.00
1087½ TOTAL MAN HOURS — TOTAL COST	$ 13,015.00

Exhibit A-1

COMMON PREFERRED HOSTS OF THE MEDITERRANEAN FRUIT FLY IN THE SAN JOSE AREA

The Mediterranean fruit fly attacks more than 300 different fruits, vegetables, nuts, and flowers. The following is a preferred host list for the San Jose area. Host preference may be indicated numerically as follows: 1 - Excellent, 2 - Good, 3 - Fair and 4 - Poor.

Mature Fruit	With leaves but without mature fruit	
1	2	Apple
1	2	Apricot
1		Bittersweet orange
1	2	Brazil Eugenia
1	2	Calamondin orange
1		Caimito
1	4	Cattley guava
1	2	Common apple
1	2	Common fig
1	2	Common guava
1	2	Common pear
1	2	Common persimmon
1		French cherry
1	3	Grapefruit
1	3	Guava
1	2	Japanese persimmon
1	2	Japanese plum
1	2	Java plum
1	3	King orange
1	2	Lemon
1	3	Lime

Mature Fruit	With leaves but without mature fruit	
1	3	Loquat
1	2	Mandarin orange
1	4	Mango
1	3	Mock orange
1	3	Myrtle orange
1	3	Native American plum
1	2	Nectarine
1	2	Peach
1	2	Pear
1	2	Pineapple guava
1	2	Plum
1	2	Quince
1	3	Rose apple
1	2	Round kumquat
1	4	Satsuma orange
1	3	Sour orange
1	2	Strawberry guava
1	3	Sweet orange
1	2	Valencia orange
1		White sapote

Mature Fruit	With leaves but without mature fruit	
2	3	Almond
2	3	Avocado
2	3	Chinese plum
2	3	Citron
2	3	Common olive
2	3	Kumquat
2	3	Mountain apple
2	3	Natal plum
2	3	Olive
2	3	Pomegranate
2	3	Walnut
4	0	Cactus
4	4	California bay laurel
4	0	Prickly pear
4	4	Pyracantha

EXHIBIT C

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his/her records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgement having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his/her surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

**See Labor Code Sections 1411 - 1432.5 for further details.*

YOLO COUNTY
AGREEMENT NO. 81-113

FILED

MAY 28 1981

PETER McNAMEE, Clerk

By Paula M Cooper, Deputy

THIS AGREEMENT, MADE AND ENTERED INTO THIS

26th DAY OF May, 1981

BY AND BETWEEN

CITY OF DAVIS
a body politic and a municipal corporation of the State of California, hereinafter referred to as "CITY".

AND

COUNTY OF YOLO,

a political subdivision of the State of California, hereinafter referred to as "COUNTY".

WHEREAS, CITY and COUNTY contemplate the installation of flashing red lights and intersection lighting at the intersection of North El Macero Drive and Mace Boulevard (County Road 104) a portion of which is situated within the CITY, and a portion of which is situated within the COUNTY, and desire to specify herein the terms and conditions under which said improvement is to be constructed and financed.

NOW, THEREFORE, in consideration of the covenants and conditions herein contained, the parties heretoagree as follows:

SECTION I

COUNTY AGREES:

(1) To construct the improvement hereinbefore mentioned, through construction by contract with construction contractor licensed by the State of California, said contract to be carried out in accordance with provisions of the State Contract Act, Chapter 3, Part 5, Division 3, Title 2 of the Government Code, and work completed in conformity with plans and specifications of COUNTY.

(2) To prepare plans and specifications and provide all necessary construction engineering services for the above-mentioned contract, and to bear the entire expense thereof except for the amounts to be paid by CITY as set forth in Sections II, Articles 1,2, 3, and 4.

(3) To bear COUNTY'S proportionate share of construction costs required to complete the improvement referred to herein, such share to be thirty per cent (30%) of the total cost of the above-mentioned construction.

COUNTY'S share of the improvement and the related costs as mentioned above is estimated to be $7,380. The actual amount of COUNTY'S share will be determined after the construction is completed.

SECTION II

CITY AGREES:

(1) To deposit with COUNTY within 30 days of receipt of billing therefore (which billing will be forwarded immediately following COUNTY'S bid advertising date of a construction contract for the aforesaid improvement, the amount of $17,220 which figure represents CITY'S estimated share of the expense of preparation of plans and specifications, acquiring right of way, construction engineering, and construction costs required to complete the improvement referred to herein.

(2) The actual amount of CITY'S share of the construction costs will be determined after completion of work and a financial settlement made upon final account of costs. Said share will be seventy per cent (70%) of the total cost of the above-mentioned construction.

(3) The actual amount of CITY'S share of the expense of preparing plans and specifications, (including all direct and indirect costs (functional and administrative overhead assessment) atrributable to such work, applied in accordance with COUNTY'S standard account procedures) shall be determined after completion of work and a financial settlement made upon final accounting of costs. Said share will be seventy per cent (70%) of the total cost of the above-mentioned preparation of plans and specifications.

(4) That actual amount of CITY'S share of the expense of construction engineering (including all direct and indirect costs (functional and administrative overhead assessment) attributable to such work, applied in accordance with COUNTY'S standard accounting procedures) shall be determined after completion of work and a financial settlement made upon final accounting of costs. Said share will be seventy per cent (70%) of the total cost of the above-mentioned construction engineering.

SECTION III

IT IS MUTUALLY UNDERSTOOD AND AGREED:

(1) COUNTY shall not award a contract for the work unless and until receipt of CITY'S deposit required in Section II(1).

(2) That neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.

(3) That neither CITY nor any officer or employee thereof, is responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction not delegated to CITY under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction not delegated to CITY under this Agreement.

(4) That, should any portion of the project be financed with Federal Funds or State gas tax funds, all applicable procedures and policies relating to the use of such funds shall apply notwithstanding other provisions of this agreement.

(5) If upon acceptance of bids, it is found the amount deposited by CITY is in excess of the cost of the work on the basis of bid prices plus contingency items, expense of preparation of plans and specifications, construction engineering, administration and overhead costs, the balance remaining shall be promptly refunded by COUNTY to the CITY. If, however, the cost of the work on the basis of bid prices plus contingency items, expense of preparation of plans and specifications, construction engineering, administration and overhead costs exceed the amount deposited by CITY, CITY will promptly, upon receipt of claim therefore, pay its portion of the amount of said excess to COUNTY. If the excess in either case is less than one thousand dollars ($1,000). a refund or demand of additional deposit will be waived until final accounting.

(6) That should work to be performed by COUNTY on behalf of CITY and COUNTY pursuant to this Agreement, based on unit bid prices of the responsible low bidder, indicated that said cost will exceed the estimates by no more than 25%, COUNTY will notify CITY of the revised estimate of final cost. COUNTY may award contract upon written approval by the CITY within a period not to exceed ten (10) days after notification.

(7) In the event that construction of the improvement is terminated, the full amount of all costs incurred prior to termination shall be borne by the party requesting termination.

In the event that the decision to terminate is mutually agreeable to all parties, the above cost shall be shared jointly thirty per cent (30%) COUNTY, and seventy per cent (70%) CITY.

(8) That upon completion of all work under this agreement, ownership and title to all materials, equipment and appurtenances installed will automatically be vested in the agency having jurisdiction thereon and no further agreement will be necessary to transfer ownership to said agencies.

(9) That in the event there are existing public and private utilities which conflict with the construction of the project, COUNTY will make all necessary arrangements with the owners of said utilities for their removal or relocation in accordance with the applicable law or the provisions of any franchise which is in effect with the respective utility at the time of construction of the project. COUNTY will inspect the removal or relocation of said utilities. If there are no existing provisions for removal or relocation of utilities between CITY and COUNTY and the owners of said utilities, CITY and COUNTY will share in the cost of said removal or relocation in the amount of 70% CITY and 30% COUNTY.

(10) That indirect costs (functional and administrative overhead assessment) attributable to design engineering, and construction engineering, (applied in accordance with COUNTY'S standard accounting procedures) are to be shared 70% CITY and 30% COUNTY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, the provisions of which Agreement are effective as of the day, month and year first hereinabove written.

CITY OF DAVIS,

By _____
Mayor

ATTEST: _____
City Clerk

Approved as to Form
and Procedure:

_____
City Attorney

COUNTY OF YOLO

By _____
Chairman,
Board of Supervisors

ATTEST: PETER McNAMEE
Clerk of the Board of
Supervisors

By _____
Deputy

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS

_____
Deputy

Approved as to Form
and Procedure:

_____
County Counsel

(4) That, should any portion of the project be financed with Federal Funds or State gas tax funds, all applicable procedures and policies relating to the use of such funds shall apply notwithstanding other provisions of this agreement.

(5) If upon acceptance of bids, it is found the amount deposited by CITY is in excess of the cost of the work on the basis of bid prices plus contingency items, expense of preparation of plans and specifications, construction engineering, administration and overhead costs, the balance remaining shall be promptly refunded by COUNTY to the CITY. If, however, the cost of the work on the basis of bid prices plus contingency items, expense of preparation of plans and specifications, construction engineering, administration and overhead costs exceed the amount deposited by CITY, CITY will promptly, upon receipt of claim therefore, pay its portion of the amount of said excess to COUNTY. If the excess in either case is less than one thousand dollars ($1,000). a refund or demand of additional deposit will be waived until final accounting.

(6) That should work to be performed by COUNTY on behalf of CITY and COUNTY pursuant to this Agreement, based on unit bid prices of the responsible low bidder, indicated that said cost will exceed the estimates by no more than 25%, COUNTY will notify CITY of the revised estimate of final cost. COUNTY may award contract upon written approval by the CITY within a period not to exceed ten (10) days after notification.

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In the event that the decision to terminate is mutually agreeable to all parties, the above cost shall be shared jointly thirty per cent (30%) COUNTY, and seventy per cent (70%) CITY.

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(10) That indirect costs (functional and administrative overhead assessment) attributable to design engineering, and construction engineering, (applied in accordance with COUNTY'S standard accounting procedures) are to be shared 70% CITY and 30% COUNTY.

and conditions specified hereinbelow:

A. Description of Licensed Property.

The property as to which a license for occupancy is granted hereby is depicted on the map attached hereto as Exhibit "A", incorporated herein by this reference, and identified on said map as follows:

i. Upper Site. CONTRACTOR is to use the upper site as a departure point for single-day rafting excursions on Cache Creek, for parking of vehicles owned by the participants in such one day excursions, and for access to Cache Creek, pursuant to the rules, terms and conditions set forth hereinbelow.

ii. Lower Site. CONTRACTOR is to use the lower site as an arrival point for single-day raft excursions, and as an arrival and departure point and a campground for overnight raft excursions, such camping to be limited to the portion of the upper site designated "Rafters Campground" on Exhibit "A"; for parking; and for access, all pursuant to the rules, terms and conditions set forth hereinbelow.

B. Limitations.

The property licensed hereby shall be used by CONTRACTOR for the purpose of providing departure points for rafting trips down Cache Creek, as an area for

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picnicking by participants in rafting trips, and as a campground for those participating in overnight raft trips, and for only such additional uses as are necessarily implied as being related to and in furtherance of the aforesaid uses. CONTRACTOR specifically is granted no license to use any of the above-described property for any purpose not directly related to the conduct of the rafting concession to be conducted on the site.

2. TERM AND OPTION TO RENEW.

A. Term. The term of this license and agreement shall be for a period of five (5) years commencing July 1, 1980, and ending June 30, 1985.

3. CONSIDERATION. In and for consideration of this agreement and license, CONTRACTOR shall pay to COUNTY a sum equal to eight (8%) percent of CONTRACTOR'S gross receipts from this enterprise. "Gross receipts" is defined herein as meaning all sums of money received by CONTRACTOR from any and all customers and patrons of this enterprise and any and all other receipts of money or funds obtained by CONTRACTOR by reason of his operation of this enterprise pursuant to this agreement and license.

CONTRACTOR shall pay said sums at the end of each month during the recreational season between April and September, commencing on April 30, 1980. Said sums shall be paid to the Treasurer-Tax Collector of the County of Yolo.

4. CONTRACTOR shall maintain such books, records, and ledgers

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kept pursuant to commonly accepted accounting practices which clearly set forth the amount of gross receipts and income for each day of operation. Said books and records shall be available to COUNTY for inspection at any reasonable time, upon reasonable request. CONTRACTOR agrees to submit said books for audit by the Yolo County Auditor-Controller or such other auditing firm as may be designated by the COUNTY, to provide all books and records to said auditor, and to cooperate with the audit.

5. OPERATING RULES AND RESTRICTIONS.

A. Operating Season; Forms and Scheduling. CONTRACTOR shall conduct operations pursuant to this agreement commencing on the last weekend in April through and including the first weekend in September of each year. CONTRACTOR'S concession shall be open for business at the minimum on both days during such weekends and on all holidays between said dates.

1. Hours of Operation: Operations shall be conducted between the hours of 8:00 A.M. through 6:00 P.M. CONTRACTOR shall allow no patrons to commence a rafting excursion if the estimated time of arrival at the designated arrival point is later than 6:00 P.M.

2. Said hours of operation may be modified with the prior written approval of the DIRECTOR.

B. Equipment. CONTRACTOR shall provide and maintain equipment as follows:

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1. Two paddles per raft.

2. Two United States Coast Guard approved personal floatation devices (Lifevests).

3. All equipment shall be kept in good and safe condition and all rafts shall be kept airtight.

4. OPERATOR shall repair or replace defective or broken equipment; it shall not be used.

5. All such equipment shall be inspected by the Yolo County Sheriff's Department.

C. Scheduling. CONTRACTOR shall schedule departures so as to prevent overcrowding, bunching, or bottlenecking of the rafts on the creek.

1. CONTRACTOR may conduct special scheduled events. Said events, and their scheduling, shall be approved by the DIRECTOR. If any scheduled event is to be cancelled, CONTRACTOR shall immediately notify the DIRECTOR.

2. CONTRACTOR shall supply to the DIRECTOR a timetable of scheduled events and estimated number of participants.

D. Safety. CONTRACTOR shall undertake the following safety measures:

1. Prior to their departure, CONTRACTOR shall thoroughly explain to all patrons how to maneuver the rafts and actions which should be taken if the raft overturns or deflates.

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2. CONTRACTOR shall require patrons to wear life-vests at all times the patrons are in the water.

3. CONTRACTOR shall encourage all patrons to report other parties which are experiencing difficulties, and CONTRACTOR shall take all steps appropriate and necessary to assist any patron who is experiencing difficulties.

4. CONTRACTOR shall provide and maintain an adequate supply of medical equipment, paraphernalia, and medicinal supplies for use by patrons upon their request.

5. CONTRACTOR periodically shall inspect the traveled waterway for navigational hazards and unsafe conditions. Written records of said conditions shall be maintained and shall be available for inspection by all patrons by placing an identified copy of them in each concession stand and other suitable place or places. All patrons shall be encouraged to read said instructions before departing in a raft. A copy of such records and instructions shall be forwarded to the DIRECTOR. CONTRACTOR shall constantly revise said records, so as to keep them current with actual conditions in the traveled portions of Cache Creek.

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E. Use of the Upper Site. CONTRACTOR'S use of the upper site is limited. The upper site shall be used only as a departure point for rafts.

CONTRACTOR'S patrons for single day trips may park in the upper site, but only in designated parking areas. CONTRACTOR shall enforce said parking requirements.

CONTRACTOR shall not allow patrons to make use of the upper site as an overnight camping facility, and shall enforce the COUNTY'S rules regarding camping by his patrons at such site.

F. Use of the Middle Site. CONTRACTOR is granted no license hereby to make use of the middle site for any purpose; provided, however, CONTRACTOR'S patrons may make use of said site as a picnic ground, subject to the same rules and restrictions as are applicable to the general public on said site.

G. Use of the Lower Site. The lower site is intended to be CONTRACTOR'S headquarters for patrons' overnight rafting excusions, and to be the campground for said patrons, subject of the following rules:

1. The DIRECTOR shall designate a portion of the lower site to be used by CONTRACTOR as a campground. Said portions shall be designated as "Rafters Campground".

2. CONTRACTOR shall require his patrons participa-

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1. Two paddles per raft.

2. Two United States Coast Guard approved personal floatation devices (Lifevests).

3. All equipment shall be kept in good and safe condition and all rafts shall be kept airtight.

4. OPERATOR shall repair or replace defective or broken equipment; it shall not be used.

5. All such equipment shall be inspected by the Yolo County Sheriff's Department.

C. Scheduling. CONTRACTOR shall schedule departures so as to prevent overcrowding, bunching, or bottlenecking of the rafts on the creek.

1. CONTRACTOR may conduct special scheduled events. Said events, and their scheduling, shall be approved by the DIRECTOR. If any scheduled event is to be cancelled, CONTRACTOR shall immediately notify the DIRECTOR.

2. CONTRACTOR shall supply to the DIRECTOR a timetable of scheduled events and estimated number of participants.

D. Safety. CONTRACTOR shall undertake the following safety measures:

1. Prior to their departure, CONTRACTOR shall thoroughly explain to all patrons how to maneuver the rafts and actions which should be taken if the raft overturns or deflates.

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parking areas.

7. CONTRACTOR shall provide a suitable number of picnic tables to be located in the designated Rafter's Campground. COUNTY picnic tables shall not be used for this purpose. COUNTY picnic tables are for the exclusive use of day visitors, including but not limited to, CONTRACTOR'S patrons, but shall be on a first-come, first-serve basis.

H. Waste; Grounds Maintenance and Litter Control.

1. Chemical Toilets. CONTRACTOR shall provide for cost of pumping in excess of one pumping per week for chemical toilets of the number and design approved by DIRECTOR, for use by CONTRACTOR'S patrons on both the lower and the upper sites. CONTRACTOR shall pay said costs in the time and manner directed by DIRECTOR.

2. Garbage Receptacles. CONTRACTOR shall provide sufficient "dumpster" receptacles to accommodate all trash from his patrons at upper and lower sites, and provide for periodic emptying of such receptacles. These receptacles shall not be allowed by CONTRACTOR to become overfilled. The type, number, and location of said "dumpsters" shall be approved by the DIRECTOR.

3. Litter Control. CONTRACTOR shall maintain the

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upper and lower sites in a neat and clean condition, free of all litter and waste generated by his patrons.

CONTRACTOR shall perform periodic litter clean up as needed, but no less than one time per day at each site.

I. Litter Control, Creek Bank, and Public Relations.

1. CONTRACTOR acknowledges a litter problem originating from his patrons, impacting the private properties adjacent to the reaches of creek through which his rafts pass.

2. CONTRACTOR acknowledges his responsibility for the maintenance of a clean shoreline along that portion of Cache Creek that is utilized by CONTRACTOR'S patrons.

3. CONTRACTOR acknowledges the serious irritation produced to adjacent owners when his patrons litter their property, especially when they trespass while doing so.

4. CONTRACTOR acknowledges that these factors result in his having a duty to take all steps reasonably available to mitigate this problem and to develop and implement a program of litter and trespass control, with appropriate public notice and regulations so as to lessen the irritation to affected property owners.

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5. CONTRACTOR shall develop and implement a program approved by the DIRECTOR to control trespassing and littering by his patrons on properties adjacent to the subject reach of Cache Creek.

6. Said program shall include, but not be limited to, the following provisions:

a. CONTRACTOR shall clearly and emphatically notify all patrons before departure that lands posted as private properties are in fact private and that trespassing is strictly forbidden. In addition to verbal notification, signs so indicating shall be posted by CONTRACTOR at all three sites.

b. CONTRACTOR shall also clearly and emphatically notify all patrons before departure that they shall keep all litter and waste in their rafts for deposit in a trash can, and shall throw nothing from their raft.

c. CONTRACTOR shall take complaints from all adjacent owners regarding trespassing and/or littering. CONTRACTOR shall immediately dispatch a crew to the subject property to correct the damage done

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by the trespassing patron, if any. CONTRACTOR shall, at all times, treat complainants courteously. CONTRACTOR shall keep written records of all complaints received. Said written records shall be forwarded monthly to the DIRECTOR.

d. CONTRACTOR shall develop a regular schedule of cleaning the banks of the traveled waterway, subject to the approval of the DIRECTOR, and with the consent of the property owner, shall clean said banks as shown in the schedule.

e. Prior to commencement of operations during any season, CONTRACTOR shall mail a letter to all landowners adjacent to the subject reach of the creek. Said letter shall state that the CONTRACTOR has undertaken the trespass and litter control enforcment efforts referenced herein, and shall set forth the complaint procedure referenced herein. Said letter shall notify all such owners that they may post their property as private property, and that CONTRACTOR will exert his best efforts to prevent his patrons from trespassing on properties so posted.

f. Disputes and/or disagreements between the

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CONTRACTOR and any property owner may be submitted by the CONTRACTOR to the DIRECTOR for resolution. The CONTRACTOR shall abide by the determination of the DIRECTOR. The DIRECTOR'S decision shall be without prejudice to any legal or equitable right which such owner may possess without reference to this agreement.

g. This agreement is not intended and shall not be construed as vesting in any person not expressly named as a party any contractual rights as a third-party beneficiary, either creditor or donor, express or implied.

h. CONTRACTOR shall report to DIRECTOR any and all reports or information obtained as to any property damage or acts of vandalism allegedly committed by any of his patrons on any property adjacent to said waterway.

J. Maintenance of Public Peace and Order.

1. CONTRACTOR shall maintain the public peace and order in all aspects of his operation, and shall exercise such control over his patrons as is necessary to maintain the public peace and

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order.

2. Horns and/or voice or music amplification devices shall not be used without the prior written approval of DIRECTOR.

3. Patrons' radios, phonographs, and tape playback machines shall not be played at an excessive volume constituting a nuisance to surrounding properties.

4. CONTRACTOR shall provide employees to supervise all of his concession operations at the upper and lower sites, who shall be present and provide supervision so long as patrons are at either site or on the waterway. Adequate supervision shall also be provided to prevent, to the extent reasonably possible, trespassing or littering of private property and damage to the creek itself and surrounding environs and animals.

K. Ground Transportation of Patrons.

1. CONTRACTOR hereby expressly acknowledges that a material covenant of this agreement is the strict adherence by CONTRACTOR to the following covenants regarding transportation by CONTRACTOR of his patrons in motor vehicles:

a. All such ground transportation shall be in strict compliance with the rules and

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regulations of California Public Utilities Commission, if any.

b. All such ground transportation shall be in strict compliance with all applicable federal, California, and Yolo County laws, ordinances and regulations governing the use of public roads and/or the commercial transportation of participants in river rafting operations.

c. CONTRACTOR acknowledges and agrees that breach by CONTRACTOR or CONTRACTOR'S agents or employees of the provisions of this subsection shall constitute a material breach of this agreement.

L. Miscellaneous Regulations.

1. CONTRACTOR agrees to abide by the following regulations governing his use of the property subject to this agreement:

a. CONTRACTOR'S employees shall wear clean and suitable clothing at all times.

b. CONTRACTOR shall issue numbered tickets or receipts to each customer, showing the service provided and the fee charged. Copies of such tickets or receipts shall be kept by CONTRACTOR, and forwarded monthly by CONTRACTOR to COUNTY with

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CONTRACTOR'S monthly consideration payment.

c. CONTRACTOR shall refuse to rent rafts or provide other services to persons who, in CONTRACTOR'S best judgment, appear to be incapable of managing a raft and/or safely navigating the Cache Creek waterway, or who otherwise appear to be threats to the public peace, or to their own or the public's safety.

2. Signs. CONTRACTOR shall at his sole cost and expense, post such signs in such locations as are required by DIRECTOR.

3. DIRECTOR'S Authority; Orders & Rules. DIRECTOR is hereby delegated the authority to make and enforce such additional orders, rules, and/or regulations as are necessary, in his discretion, to fully comply with the purpose and intent of this agreement.

Such orders and/or rules shall be in writing. CONTRACTOR covenants and agrees to comply with all such orders and/or rules, and that violation of such orders and/or rules shall constitute a breach of this agreement.

6. INDEMNIFICATION AND SAVE HARMLESS. This agreement is entered upon the express condition and material covenant that

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COUNTY, its officers, employees and agents, are to be free from any and all liability and/or claim of damages arising as a consequence of activities undertaken pursuant to this agreement. This save harmless covenant expressly extends and applies to damages to and damages covered by CONTRACTOR'S customers, patrons, and invitees as well as CONTRACTOR'S own employees, and expressly includes claims arising as a consequence of damages to the person or property of landowners or occupiers of land whose property borders the waters of Cache Creek in the reaches through which rafts rented by CONTRACTOR will pass.

This indemnification obligation expressly includes the obligation by CONTRACTOR to defend COUNTY from any and all claims, causes of action, costs, or expenses for legal services that may arise out of or pursuant to this agreement, and to indemnify, reimburse, and save harmless the COUNTY from any and all financial liability arising as a consequence of CONTRACTOR'S operations or patron conduct pursuant to this agreement.

7. NOTIFICATION OF ACTIONS. CONTRACTOR hereby covenants and agrees to notify COUNTY of any and all actions filed against CONTRACTOR or any agent, servant or employee of CONTRACTOR, for any cause whatsoever arising out of the operations to be conducted by CONTRACTOR pursuant to this agreement, said notification to occur within a reasonable time after notification to CONTRACTOR, but in no event exceeding seven (7) calendar days.

8. INSURANCE. CONTRACTOR, at its own expense shall maintain on all operations conducted pursuant to this agreement insurance by

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companies approved by COUNTY as follows:

A. Adequate workers' compensation, employers liability insurance and coverage for the U.S. Longshoremen's and Harborworkers' Act in coverage amounts no less than required by applicable law and regulation.

B. General liability insurance and automobile liability insurance with policy limits of not less than ONE-MILLION ($1,000,000) DOLLARS per occurrance for bodily injury and property damage combined. Such policy or policies shall specify as additional insureds the County of Yolo, its directors, officers, and employees, and shall include coverage for the following:

i. Any auto.

ii. Comprehensive general liability, including products and completed operations.

iii. Blanket contractual liability insuring the obligations assumed by the CONTRACTOR in this agreement.

iv. Broad form property damage.

v. Personal injury (including liability assumed under contract).

vi. Host liquor liability.

vii. Such policy or policies shall be endorsed to stipulate that the insurance afforded for the County of Yolo, its directors, officers and

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employees shall be primary insurance and that any insurance carried by the COUNTY, its directors, officers, or employees shall be excess and not contributory insurance.

C. CONTRACTOR shall furnish the County of Yolo with certificates of insurance evidencing that all the foregoing insurance is in force and will not be cancelled without thirty (30) days' prior written notice to the COUNTY. Termination or cancellation of any and all of said policy or policies of insurance shall constitute a material breach of this agreement by CONTRACTOR and grounds for immediate termination by COUNTY of this agreement.

9. In the event of default in or breach of any of the covenants, conditions, and/or undertakings contained herein by CONTRACTOR, or of any operating rule as set forth in Paragraph 5 hereinabove, or any operating order or rule as made and imposed by DIRECTOR pursuant to Paragraph 5-L-3, hereinabove, COUNTY may terminate this agreement upon fifteen (15) days' written notice or may, at its option, employ and all other legal remedies available to protect its interest hereunder.

10. Waiver by COUNTY of any breach or default in the terms of this agreement shall not constitute a waiver thereafter of that breach or any other breach.

11. No grant of power or privilege, nor any property right, has been made by COUNTY to CONTRACTOR hereunder, save and except only

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those expressly described herein.

12. In all activities to be performed by CONTRACTOR hereunder, CONTRACTOR acknowledges and agrees that he is an independent contractor and not an officer, agent, or employee of the County of Yolo, nor subject to the supervision or control of COUNTY except as to compliance with this agreement.

14. COMPLIANCE WITH LAW. CONTRACTOR shall, at his sole cost and expense, comply with all requirements of all federal, State, County, and other authorities now in force, or which may hereinafter be in force, pertaining to the use of the subject property and/or the portions of Cache Creek over which CONTRACTOR'S rafts will travel, for the purposes hereinabove described. CONTRACTOR shall faithfully observe in the use of said property and waterways all laws, rules, and regulations now or hereinafter in force or applicable.

15. POSSESSORY INTEREST AND PROPERTY TAXES. Notice is hereby given that this written contract may be one with a private party whereby a possessory interest subject to property taxation is created. Such a property interest may be subject to possessory interest if created, and the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest.

16. CONDITIONS AND COVENANTS. The parties mutually agree that each material term of this agreement is and shall be construed as both a condition and a covenant.

17. ASSIGNMENT AND SUBLETTING. This agreement shall not be

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companies approved by COUNTY as follows:

A. Adequate workers' compensation, employers liability insurance and coverage for the U.S. Longshoremen's and Harborworkers' Act in coverage amounts no less than required by applicable law and regulation.

B. General liability insurance and automobile liability insurance with policy limits of not less than ONE-MILLION ($1,000,000) DOLLARS per occurrance for bodily injury and property damage combined. Such policy or policies shall specify as additional insureds the County of Yolo, its directors, officers, and employees, and shall include coverage for the following:

i. Any auto.

ii. Comprehensive general liability, including products and completed operations.

iii. Blanket contractual liability insuring the obligations assumed by the CONTRACTOR in this agreement.

iv. Broad form property damage.

v. Personal injury (including liability assumed under contract).

vi. Host liquor liability.

vii. Such policy or policies shall be endorsed to stipulate that the insurance afforded for the County of Yolo, its directors, officers and

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CONTRACTOR:

Mr. Sam Fortner and
Cache Creek Canyon River Trips, Inc.
Box 34
Rumsey, CA 95679

21. ADDITIONAL PROVISIONS.

A. Time is of the essense of this agreement.

B. Neither the title nor the headings nor subheadings to the paragraphs of this agreement are part of the agreement, and shall have no effect on the construction of this agreement.

22. This agreement shall constitute the permits required by the park regulations of the County of Yolo, contained in Article IV of Chapter 3 of Title 9 of the Yolo County Code, specifically including Yolo County Code Sections 9-3.401 and 9-3.402; 9-3.505, dealing with camping permits; 9-3.507, dealing with fire permits; and 9-3.509, dealing with commercial operations on County parks.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above shown.

COUNTY OF YOLO, a political subdivision of the State of California

By: Robert N Black
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA
(SEE BACK)

ATTEST:

PETER McNAMEE, CLERK

By: Lita E Lucas Deputy.

(SEAL)

CONTRACTOR

Sam Fortner dba Cache Canyon River Trips

SAM FORTNER, dba CACHE CREEK CANYON RIVER TRIPS, INC.

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WOODLAND, CA 95695
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FILED

JUN - 9 1981

PETER McNAMEE, Clerk

By Anna M. Gilliam

AGREEMENT NO. 81-115

THIS AGREEMENT, dated for convenience this 27th day of May, 1981 in the State of California, by and between the COUNTY OF YOLO, a political subdivision (hereinafter referred to as "COUNTY"), and Yolo County Superintendent of Schools (hereinafter referred to as ("CONTRACTOR"),

W I T N E S S E T H:

RECITALS:

1. COUNTY desires to obtain transportation services in connection with the operation of a summer youth employment program under the Comprehensive Employment and Training Act, which services are more particularly described in the work schedules appended hereto as Exhibit No. 1 and 2.

2. CONTRACTOR desires to provide such services.

AGREEMENTS:

1. WORK. CONTRACTOR, for and in consideration of the covenants, conditions, agreements and stipulations set forth in this agreement does hereby agree to furnish to COUNTY the certain services described in the work schedules appended hereto as Exhibits No. 1 and 2, which schedules are incorporated herein by this reference.

2. LICENSES. CONTRACTOR shall secure and maintain throughout the term of this agreement all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for CONTRACTOR to perform the services required in this agreement.

3. STANDARDS. CONTRACTOR shall perform all service required pursuant to this agreement in the manner and according to the standards observed by a competent provider of the business in which CONTRACTOR is engaged.

4. PERSONNEL. CONTRACTOR shall assign only competent bus drivers with good driving records to perform services pursuant to this agreement. In the event that COUNTY, in its sole discretion at any time during the term of this

agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from COUNTY of the desire of COUNTY for the removal of such person or persons.

5. ASSIGNMENT OR SUBLETTING. No performance of this Agreement or any portion thereof may be assigned or subcontracted by CONTRACTOR without the express written consent of COUNTY and any attempt by the CONTRACTOR to assign or subcontract any performance of this Agreement without the express written consent of COUNTY shall be null and void and shall constitute a breach of this Agreement. Whenever the CONTRACTOR is authorized to subcontract or assign, he will include all the terms of this Agreement in any such subcontract or assignment. One waiver does not constitute a full waiver.

6. EXCULPATORY CLAUSE.

A. CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, agents, and employees from and against all claims, demands, losses, damage, liability, cost and expenses of whatever nature, including court costs and counsel fees accruing or resulting to any person, firm or corporation who may be injured by CONTRACTOR in the performance of this Agreement.

B. CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its officers, agents and employees, from and against any and all claims, losses, liabilities or damages, including payment of attorneys' fees, arising out of or resulting from the performance of this agreement, caused in whole or in part by any negligent act or omission of CONTRACTOR or anyone directly or indirectly employed by CONTRACTOR regardless of whether caused in part by a party indemnified hereunder.

7. INSURANCE. CONTRACTOR, at its own expense, shall maintain on all operations conducted pursuant to this agreement, insurance by companies

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authorized to do business in this state by the Insurance Commissioner of the State of California as follows:

A. Workers' Compensation Insurance.

B. General liability insurance and automobile liability insurance with policy limits of not less than $5 million per occurrence for bodily injury and property damage conbined. Such policy or policies shall specify as additional insureds, COUNTY, its directors, officers, and employees, and shall include coverage for the following:

1. Any vehicle used to provide services under this agreement.

2. Comprehensive general liability.

3. Property damage.

4. Personal injury.

5. Such policy or policies shall be endorsed to stipulate that the insurance afforded for COUNTY, its directors, officers and employees shall be excess and not contributory insurance.

C. CONTRACTOR shall furnish COUNTY with certificates of insurance evidencing that all the foregoing insurance is in force and will not be cancelled without thirty (30) days' prior written notice to COUNTY. Termination or cancellation of any or all of said policy or policies of insurance shall constitute a material breach of this agreement by CONTRACTOR and grounds for immediate termination by COUNTY of this agreement.

8. TERMINATION. COUNTY shall have the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days' written notice to CONTRACTOR. COUNTY shall also have the right to terminate this Agreement immediately for failure of CONTRACTOR to comply with the terms and conditions of this Agreement. In the case of early termination, a final payment will be made to CONTRACTOR upon receipt of a report covering compensation earned to

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termination. In the event of such immediate termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.

9. RECORDS. CONTRACTOR shall maintain complete and accurate accounting records showing the services performed in connection with the performance of this Agreement, including working papers in any way associated with the performance of this Agreement and shall make such records available for inspection and audit by authorized representatives of COUNTY and/or the Department of Labor at any reasonable time during the performance of this Agreement, and for a period of three (3) years from and after the date of final payment.

10. INDEPENDENT CONTRACTOR. It is specifically agreed that in the making and execution of this Agreement, CONTRACTOR and any agents and employees of CONTRACTOR are independent contractors and are not and shall not be construed to be agents or employees of COUNTY and that CONTRACTOR shall have no authority, expressed or implied, to act on behalf of COUNTY or to bind COUNTY to any obligation whatsoever.

11. TIME. Time is of the essence of this Agreement.

12. NO ALTERATION. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreement not incorporated herein, shall be binding on any of the parties hereto.

13. LAWS.

A. CONTRACTOR shall comply fully with all applicable Federal, State, and local laws, ordinances, regulations, and permits. The CONTRACTOR shall secure any new permits required by authorities having jurisdiction over the project, and shall maintain any presently required permits.

B. During the performance of this contract, CONTRACTOR agrees as follows:

1. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising: layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. CONTRACTOR shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and

will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.

6. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of Secretary of Labor, or as otherwise provided by law.

7. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor, CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

14. COMPENSATION. The consideration to be paid CONTRACTOR, as provided in Exhibit No. 1 and 2, shall be in compensation for all of CONTRACTOR'S expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

15. SUCCESSORS. This Agreement shall insure to the benefit and bind the successors of each of the parties.

16. PAYMENT. COUNTY, for and in consideration of the covenants, conditions, agreements, and stipulations of CONTRACTOR herein expressed, does hereby agree to pay as total compensation to CONTRACTOR the sums specified in Exhibits No. 1 and 2. CONTRACTOR shall submit invoices on a monthly basis to the Yolo County Manpower Division.

17. DISPUTES.

A. When CONTRACTOR and COUNTY fail to agree as to whether any work is within the scope of this agreement, CONTRACTOR shall nevertheless immediately perform such work upon receipt from COUNTY of a written order to do so. Within fifteen (15) calendar days after receipt of such order, CONTRACTOR may submit a written protest to COUNTY, specifying in detail in what particulars the agreement requirements were exceeded, and the approximate change in cost resulting therefrom so that COUNTY will have notice of a potential claim which may be filed by CONTRACTOR.

B. Failure to submit such protest within the period specified shall constitute a waiver of any and all right to adjustment of agreement price and agreement time due to such work, and CONTRACTOR thereafter shall not be entitled to any adjustment of agreement price or time therefor. For any such work which is found to exceed the agreement requirements, there shall be an equitable adjustment in agreement price and agreement time, and such adjustment shall be evidenced by an amendment to this agreement.

C. If the parties cannot agree upon an equitable adjustment of contract price or time, the extent of such adjustments shall be determined by the Regional Director of the Department of Labor, or his or her designee, which determination shall be final and binding on the parties.

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18. COVENANT AGAINST CONTINGENT FEES. CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit commission, percentage, brokerage, or contingent fee, excepting bona fide employees of CONTRACTOR. For breah or violation of this warranty, COUNTY shall have the right to terminate this agreement in accordance with the termination clause and, in its sole discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

19. TERM. The term of this contract shall be as specified in Exhibits No. 1 and 2 except that it shall not be effective until prior written approval is obtained from the Department of Labor.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

Dated: June 9, 1981

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS
Anna M. Galvan
Deputy

COUNTY OF YOLO, a political subdivision of the State of California

By Robert N Black
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST.

PETER McNAMEE, CLERK

BY Anna M Galvan
DEPUTY

YOLO COUNTY SUPERINTENDENT OF SCHOOLS

By George A. Childers
Representative

(SEAL)

EXHIBIT NO. 1

CONTRACTOR shall provide daily transportation for summer youth participants from the Winters, Esparto, and Madison areas, including the Madison Labor Camp to various job sites in Woodland and return the participants to their respective pickup points at the conclusion of the work day. The pickup times shall be as follows:

1. Winters High School - 6:50 a.m.

2. Esparto High School - 7:15 a.m.

3. Madison Labor Camp - 7:30 a.m.

a. Pickup for return of the participants from Woodland shall be at 3:15 p.m.

b. For the transportation specified in the preceding paragraph, CONTRACTOR shall use a bus with the capacity for Twenty-two (22) passengers school bus. All buses provided by CONTRACTOR shall meet all applicable safety and other standards for the above use, particularly those standards set by the California Highway Patrol.

c. In providing the above-specified service, CONTRACTOR must employ fully qualified and licensed bus drivers with good driving records.

d. COUNTY shall notify CONTRACTOR'S Transportation Coordinator of those days when participants will not require transportation to and from their job site.

e. Compensation shall be at the rate of Ninety-Eight Dollars ($98.00) per day of participant transportation. It is estimated that COUNTY shall need transportation services from CONTRACTOR for a total of fifty-four (54) days between June 8, 1981, and August 21, 1981.

f. Notwithstanding Paragraph 5 of this agreement, CONTRACTOR and COUNTY may from time to time make written modifications of these pick up schedules set forth above.

EXHIBIT NO. 2

SCHEDULE OF WORK TO BE PERFORMED

CONTRACTOR shall provide weekly transportation for Summer Youth Program participants from Woodland to various sites in Woodland, Sacramento and adjacent areas, and return the participants to their respective pickup point at the conclusion of their trip. The pickup point and time shall be Project MOVE, 453 First Street, Woodland, California, 8:15 a.m. For the transportation specified in the preceding paragraph, CONTRACTOR shall use a regular sixteen (16) passenger school van that meets all applicable safety and other standards for the above use, particularly those standards set by the California Highway Patrol. In providing this service, CONTRACTOR must employ fully qualified and licensed bus drivers with good driving records. COUNTY shall notify CONTRACTOR'S Transportation Coordinator of those days when participants will not require transportation to and from sites.

COMPENSATION. CONTRACTOR shall be reimbursed at the rate of Nine ($9.00) Dollars per hour for the driver's time and Sixty-five Cents ($.65) per mile for the use of the van. It is estimated that COUNTY shall need transportation services from contractor for a total of ten (10) days between June 15, 1981 and August 21, 1981.

BK

COUNTY OF YOLO

Subgrant Signature Sheet

Title II-C Upgrade

Agreement/ Subgrant No. 81-116

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	Yuba Community College - Woodland Center

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and the Yuba Community College - Woodland Center hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

PROGRAM	: Farmworker Upgrade - Skills Improvement Program
MAILING ADDRESS	: 635 California Street
CITY & STATE	: Woodland, CA 95695 PHONE : 666-4454
PROGRAM DIRECTOR	: Mr. Ray Gutierrez

FILED
JUN 2 - 1981
PETER McNAMES, Clerk
By Anna M. Cabrera, Deputy

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on November 03, 1980.

The term of the SUBGRANT shall end on June 30, 1981.

The total amount of the SUBGRANT is $5,780.00.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature	By Signature
Name and Title / Date	Name and Title / Date
	Robert N. Black, Chairman Yolo County Board of Supervisors JUN 2 - 1981

Type Name and Title of Authorized Officer

limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for Workers' Compensation.

33. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

34. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. Wherefore, the parties have executed this SUBGRANT No. 81-116.

35. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

Robert A Black

(Signature of Authorized Officer)

Chairman
Yolo County Board of Supervisors

(Title of Authorized Officer)

Yuba Community College District

(Legal Name of SUBGRANTEE)

Earl Crane

(Signature of Authorized Officer)

5-19 19 81

(Date)

Dean of Instruction

(Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 680; 41 CFR, Part 20-70; and 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 20-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Earl Orum
Dean of Instruction

Name of Subgrantee
Yuba Community College District

Authorized Signature

5-19-81

Date

I. COMPLIANCE STATEMENT

I, Earl Orum, AM RESPONSIBLE FOR

Yuba Community College District AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL COMPLIANCE OF THE PLAN.

Earl Orum

SIGNATURE OF THE PERSON RESPONSIBLE

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: II-C

CONTRACT NO.

[XX] ORGINAL [ ] REVISION NO.

DATE May 6, 1981

Subgrantee Name and Address:
Yuba Community College - Woodland Center
635 California Street
Woodland, CA 95695

Contact Person: Ray Gutierrez
Phone 666-4454
Period: From 11-03-80 To 6-30-81
Program Name: Farmworker Upgrade

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.									
NOV.		1,153							1,153
DEC.		1,165							1,165
JAN.		1,153							1,153
FEB.		1,153							1,153
MAR.		1,156							1,156
APR.									
MAY									
JUNE									
JULY									
AUG.									
SEPT.									
TOTAL		5,780							5,780

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.								
NOV.					1,153			1,153
DEC.					1,165			1,165
JAN.					1,153			1,153
FEB.					1,153			1,153
MAR.					1,156			1,156
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL					5,780			5,780

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Earl Drum, Dean of Instruction
Name and Title of Authorized Official

Earl Drum
Signature

For CETA Approval Only:

Christine L. Cait — Fiscal Officer — 6-18-81 Date

Margaret J. Fletcher — CETA Director — 6/20/81 Date

YC 106 (10-79)

BOOK

FILED

JUL 13 1981

PETER McNAMEE, Clerk

By Anna M Salinas, Deputy

AGREEMENT NO. 81-117

THIS AGREEMENT, dated for convenience this 22nd day of May, 1981 in the State of California, by and between the COUNTY OF YOLO, a political subdivision (hereinafter referred to as "COUNTY"), and Dennis Kay, dba School Ways (hereinafter referred to as "CONTRACTOR"),

W I T N E S S E T H:

RECITALS:

1. COUNTY desires to obtain transportation services in connection with the operation of a summer youth employment program under the Comprehensive Employment and Training Act, which services are more particularly described in the work schedules appended as Exhibits No. 1, and 2 to this contract.

2. CONTRACTOR desires to provide such services.

AGREEMENTS:

1. WORK. CONTRACTOR, for and in consideration of the covenants, conditions, agreements and stipulations set forth in this agreement does hereby agree to furnish to COUNTY the certain services described in the work schedules appended hereto as Exhibits No. 1, and 2, which schedule is incorporated herein by this reference.

2. LICENSES. CONTRACTOR shall secure and maintain throughout the term of this agreement all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for CONTRACTOR to perform the services required in this agreement.

3. STANDARDS. CONTRACTOR shall perform all service required pursuant of this agreement in the manner and according to the standards observed by a competent provider of the business in which CONTRACTOR is engaged.

4. PERSONNEL. CONTRACTOR shall assign only competent bus drivers with good driving records to perform services pursuant to this agreement. In the event that COUNTY, in its sole discretion at any time during the term of this

agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from COUNTY of the desire of COUNTY for the removal of such person or persons.

5. ASSIGNMENT OR SUBLETTING. No performance of this Agreement or any portion thereof may be assigned or subcontracted by CONTRACTOR without the express written consent of COUNTY and any attempt by the CONTRACTOR to assign or subcontract any performance of this Agreement without the express written consent of COUNTY shall be null and void and shall constitute a breach of this Agreement. Whenever the CONTRACTOR is authorized to subcontract or assign, he will include all the terms of this Agreement in any such subcontract or assignment. One waiver doesn't constitute a full waiver.

6. EXCULPATORY CLAUSE.

A. CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, agents, and employees from and against all claims, demands, losses, damage, liability, cost and expenses of whatever nature, including court costs and counsel fees accruing or resulting to any person, firm or corporation who may be injured by CONTRACTOR in the performance of this Agreement.

B. CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its officers, agents and employees, from and against any and all claims, losses, liabilities or damages, including payment of attorneys' fees, arising out of or resulting from the performance of this agreement, caused in whole or in part by any negligent act or omission of CONTRACTOR or anyone directly or indirectly employed by CONTRACTOR regardless of whether caused in part by a party indemnified hereunder.

7. INSURANCE. CONTRACTOR, at its own expense, shall maintain on all operations conducted pursuant to this agreement, insurance by companies authorized to do business in this state by the Insurance Commissioner of the

State of California as follows:

A. Workers' Compensation Insurance.

B. General liability insurance and automobile liability insurance with policy limits of not less than $1 million per occurence for bodily injury and property damage combined. Such policy or policies shall specify as additional insureds, COUNTY, its directors, officers, and employees, and shall include coverage for the following:

1. Any vehicle used to provide services under this agreement.

2. Comprehensive general liability.

3. Property damage.

4. Personal injury.

5. Such policy or policies shall be endorsed to stipulate that the insurance afforded for COUNTY, its directors, officers and employees shall be primary insurance and that any insurance carried by COUNTY, its directors, officers or employees shall be excess and not contributory insurance.

C. CONTRACTOR shall furnish COUNTY with certificates of insurance evidencing that all the foregoing insurance is in force and will not be cancelled without thirty (30) days' prior written notice to COUNTY. Termination or cancellation of any or all of said policy or policies of insurance shall constitute a material breach of this agreement by CONTRACTOR and grounds for immediate termination by COUNTY of this agreement.

8. TERMINATION. COUNTY shall have the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days' written notice to CONTRACTOR. COUNTY shall also have the right to terminate this Agreement immediately for failure of CONTRACTOR to comply with the terms and conditions of this Agreement. In the case of early termination, a final payment will be made to CONTRACTOR upon receipt of a report covering compensation earned to termination. In the event of such immediate termination, COUNTY may proceed

with the work in any manner deemed proper by COUNTY.

9. RECORDS. CONTRACTOR shall maintain complete and accurate accounting records showing the services performed in connection with the performance of this Agreement, including working papers in any way associated with the performance of this Agreement and shall make such records available for inspection and audit by authorized representatives of COUNTY and/or the Department of Labor at any reasonable time during the performance of this Agreement, and for a period of three (3) years from and after the date of final payment.

10. INDEPENDENT CONTRACTOR. It is specifically agreed that in the making and execution of this Agreement, CONTRACTOR and any agents and employees of CONTRACTOR are independent contractors and are not and shall not be construed to be agents or employees of COUNTY and that CONTRACTOR shall have no authority, expressed or implied, to act on behalf of COUNTY or to bind COUNTY to any obligation whatsoever.

11. TIME. Time is of the essence of this Agreement.

12. NO ALTERATION. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreement not incorporated herein, shall be binding on any of the parties hereto.

13. LAWS.

A. CONTRACTOR shall comply fully with all applicable Federal, State, and local laws, ordinances, regulations, and permits. The CONTRACTOR shall secure any new permits required by authorities having jurisdiction over the project, and shall maintain any presently required permits.

B. During the performance of this contract, CONTRACTOR agrees as follows:

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1. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising: layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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5. CONTRACTOR shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.

6. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United

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States.

14. COMPENSATION. The consideration to be paid CONTRACTOR, as provided in Exhibit No. 1, shall be in compensation for all of CONTRACTOR'S expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

15. SUCCESSORS. This Agreement shall insure to the benefit and bind the successors of each of the parties.

16. PAYMENT. COUNTY, for and in consideration of the covenants, conditions, agreements, and stipulations of CONTRACTOR herein expressed, does hereby agree to pay as total compensation to CONTRACTOR the sum specified in Exhibits No. 1, and 2. CONTRACTOR shall submit invoices bi-weekly to the Yolo County Manpower Division.

17. DISPUTES.

A. When CONTRACTOR and COUNTY fail to agree as to whether any work is within the scope of this agreement, CONTRACTOR shall nevertheless immediately perform such work upon receipt from COUNTY of a written order to do so. Within fifteen (15) calendar days after receipt of such order, CONTRACTOR may submit a written protest to COUNTY, specifying in detail in what particulars the agreement requirements were exceeded, and the approximate change in cost resulting therefrom so that COUNTY will have notice of a potential claim which may be filed by CONTRACTOR.

B. Failure to submit such protest within the period specified shall constitute a waiver of any and all right to adjustment of agreement price and agreement time due to such work, and CONTRACTOR thereafter shall not be entitled to any adjustment of agreement price or time therefore. For any such work which is found to exceed the agreement requirements, there shall be an equitable adjustment in agreement price and agreement time, and such adjustment shall be evidenced by an amendment to this agreement.

C. If the parties cannot agree upon an equitable adjustment of contract price or time, the extent of such adjustments shall be determined by the Regional Director of the Department of Labor, or his or her designee, which determination shall be final and binding on the parties.

18. COVENANT AGAINST CONTINGENT FEES. CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit commission, percentage, brokerage, or contingent fee, excepting bona fide employees of CONTRACTOR. For breach or violation of this warranty, COUNTY shall have the right to terminate this agreement in accordance with the termination clause and, in its sole discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

19. TERM. The term of this contract shall be as specified in Exhibits No. 1, and 2 except that it shall not be effective until prior written approval obtained from the Department of Labor.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

Dated:

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS
Anna M. Graham
Deputy

COUNTY OF YOLO, a political subdivision of the State of California,

BY Robert N Black
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
PETER MCNAMEE, CLERK
BY Anna M Graham
DEPUTY

(SEAL)

Note as changed - Page 3 Line 4 p.b.

DENNIS KAY, dba School Ways
BY Dennis Kay dba School Ways
Dennis Kay

EXHIBIT NO. 1

CONTRACTOR shall provide daily transportation for summer youth participants from the Washington Childrens' Center, Elkorn Elementary School, and the Broderick Office of Project MOVE to the University of California Davis Medical Center on Stockton Boulevard, Sacramento, California, and return the participants to their respective pick-up points at the conclusion of the work day. The pick-up times shall be as follows:

1. Washington Childrens' Center - 8:00 a.m.
2. Elkorn Elementary School - 8:10 a.m.
3. Project MOVE Office (Broderick) - 8:20 a.m.

a. Pick-up for return of the participants from the Medical Center shall be at 3:45 p.m.

b. For the transportation specified in the preceding paragraph, CONTRACTOR shall use a bus with the capacity for sixty (60) passengers at three (3) per seat, or forty (40) passengers at two (2) per seat. All buses provided by CONTRACTOR shall meet all applicable safety and other standards for the above use, particularly those standards set by the California Highway Patrol.

c. In providing the above-specified service, CONTRACTOR must employ fully qualified and licensed bus drivers with good driving records.

d. COUNTY shall notify CONTRACTOR of those days when participants will not require transportation to and from their job site.

e. Compensation shall be at the rate of One Hundred and Twenty-Five Dollars and Forty-Cents ($125.40) per day of participant transportation. It is estimated that COUNTY shall need transportation services from CONTRACTOR for a total of forty-nine (49) days between June 15, 1981, and August 21, 1981.

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EXHIBIT NO. 2

CONTRACTOR shall provide daily transportaionn for summer youth participants from Golden State Junior High School, Broderick Community School and Project MOVE (Broderick) to the Memorial Union and the School of Medicine parking lots at the University of California at Davis, Davis, California, and return the participants to their respective pick-up points at the conclusion of the work day. The pick-up times shall be as follows:

1. Golden State Junior High School - 7:50 a.m.
2. Broderick Community School - 8:00 a.m.
3. Project MOVE Office (Broderick) - 8:15 a.m.

a. Pick-up for return of the participants from the University of California, Davis shall be at 3:20 p.m.

b. For the transportation specified in the preceding paragraph, CONTRACTOR shall use a bus with the capacity for sixty (60) passengers at three (3) per seat, or forty (40) passengers at two (2) per seat. All buses provided by CONTRACTOR shall meet all applicable safety and other standards for the above use, particularly those standards set by the California Highway Patrol.

c. In providing the above-specified service, CONTRACTOR must employ fully qualified and licensed bus drivers with good driving records.

d. COUNTY shall notify CONTRACTOR of those days when participants will not require transportation to and from their job site.

e. Compensation shall be at the rate of One Hundred and Twenty-Five Dollars and Forty Cents ($125.40) per day of participant transportation. It is estimated the COUNTY shall need transportation services from CONTRACTOR for a total of Forty-nine (49) days between June 15, 1981, and August 21, 1981.

f. The term of this contract shall be from June 15, 1980, to August 21, 1980.

AGREEMENT NO. 81-118

COLLEGE WORK-STUDY PROGRAM AGREEMENT

FILED

JUN 10 1981

PETER McNAMEE, Clerk

Paula M Cooper, Deputy

Between
University of California, Davis
and
Off-Campus Organization

THIS AGREEMENT, entered into this twenty seventh day of May, 19 81, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation, hereinafter called "University," and YOLO COUNTY DEPARTMENT OF AGRICULTURE, a (4) COUNTY (nonprofit organization), hereinafter called "Organization,"

W I T N E S S E T H

WHEREAS, the University has applied for a grant by the U.S. Commissioner of Education pursuant to Title I, Part C, of the Economic Opportunity Act of 1964, Public Law 88-452, as amended, and has been amended by the Higher Education Act of 1965, Public Law 89-329 and Public Law 90-82 approved September 6, 1967, and has been amended by the Educational Amendments of 1972, Public Law 92-318 and the Educational Amendments of 1976, Public Law 94-482, to stimulate and promote the part-time employment of students, particularly those with great financial need, who are in need of earnings from such employment in order to pursue courses of study at institutions of higher education such as the University; and,

WHEREAS, the University and the Organization desire that certain of the University's students engage in work for public and certified tax exempt private nonprofit organizations under the Work-Study Program authorized by the Act; and,

WHEREAS, the Organization is in a position to utilize the services of such students;

NOW, THEREFORE, the parties hereto agree as follows:

1. This agreement shall supersede any and all prior agreements between the University and the Organization regarding the operation of a Work-Study Program under the provisions of the College Work-Study Program.

2. The University shall be considered the employer for purposes of this agreement. It has the ultimate right to control and direct the services of the students for the Organization. It shall also determine that the student meet the eligibility requirements for employment under the College Work-Study Program, refer students to work for the Organization, and determine that the students do perform their work in fact. The Organization's right shall be limited to direction of the details and means by which the result is to be accomplished.

3. The University further agrees to use its best efforts to supply students of proper capability but in no event shall be liable to the Organization for their acts of commission or omission.

4. The University of California does not discriminate on the basis of race, color, national origin, religion, sex or handicap in violation of Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, or Sections 503 and 504 of the Rehabilitation Act of 1973; nor does the University discriminate against any employee or applicants for employment on the basis of their age or veteran's status in violation of the Age Discrimination in Employment Act of 1967 or Section 402 of the Vietnam Era Veterans Readjustment Act of 1974. No student shall be denied participation in the Work-Study Program in violation of such laws.

5. The Organization shall use the services of students furnished by the University who are eligible to participate in the Work-Study Program and who are qualified and acceptable to the Organization. The general services to be performed by said students and the rate of compensation therefore are set forth on the attached Exhibit "A."

6. This agreement shall be subject to the availability of funds to the University for the student's compensation not to be paid by the Organization. It shall also be subject to the provisions contained in the Federal statutes and regulations governing the College Work-Study Program cited above, and this agreement, in its entirety, as now amended, or from time to time amended, shall be subject to regulations implementing said legislation.

7. The work performed by such students shall be in the public interest and shall not:

a. Displace employed workers, impair existing contracts for services; nor fill positions that are vacant because the employer's regular employees are on strike.

b. Involve any partisan or nonpartisan political activity associated with a candidate or with a contending faction or group in an election for public or party office.

c. Involve any lobbying on the Federal level.

d. Involve the construction, operation, or maintenance of any facility that is used or is to be used for sectarian instruction or as a place for religious worship.

8. It is agreed that neither the University nor the Organization shall have any obligation to provide transportation for students to and from their work assignments or for compensation in lieu thereof.

9. The Organization agrees to:

a. Provide orientation to the student with regard to hours of duty, place of duties, working conditions, briefing on safety, standards of conduct and a familiarization with the Organization procedures.

b. Provide the student with an explanation of his/her duties, performance requirements in terms of quality, quantity, methods and priorities, and the necessary basic corrective and progressive training.

c. Supervise the services of students participating in the Work-Study Program.

d. Make a report to the University of time worked by students participating in the program, indicating the total hours actually worked each week and containing the supervisor's certification as to the accuracy of the hours reported and of satisfactory performance on the part of the students, at least monthly.

e. Reimburse the University for at least twenty percent (20 %) of the total compensation to be paid to students participating in the program at such times as are agreed upon with the University in writing. The reimbursement to the University shall not be requested more often than on a monthly basis.

f. Reimburse the University for 100% of any compensation earned in excess of the maximum eligibility of the student.

10. Compensation to be paid to the students participating in the program will be appropriate, reasonable and in line with wages paid to other persons in the same geographical location who are performing jobs of an identical or similar nature and should be appropriate also with regard to wage rates of permanent agency employees who are performing similar tasks. Rate of compensation shall be subject to approval by the University.

11. Compensation of students for work performed on a project under this agreement will be disbursed--and all payments due as an employer's contribution under State or local workers' compensation laws, under Federal or State Social Security laws, or under other applicable laws, will be made--by the University. Fringe benefits may not be counted as part of the wage rate nor included when determining the Federal share.

12. It is agreed that the University either on its own initiative or at the request of the Organization shall have the right and power to remove students from work on a specified work assignment, and that the students themselves upon reasonable notice shall have the right to terminate employment.

13. The University can discharge a student from Work-Study employment if s/he ceases to be enrolled in less than a half-time unit course load.

14. The University can require the student to terminate Work-Study employment due to his/her receiving other financial resources which exceed the student's financial need. This may be necessary without prior notice, although the University will attempt to notify the Organization in advance.

15. The Organization and University herein conjointly agree to mutually defend, save harmless and indemnify the other and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the Organization or the University, or any participant hereunder, resulting from the conduct, negligent or otherwise, of the Organization, the University, their agents, employees, or of any participant.

16. The Organization shall maintain at all times during the performance of this agreement public and property damage liability and insurance or equivalent self-insurance in a minimum amount for each occurrence as specified under "Service Agreements Paragraph 2, a. and b. of Business and Finance Bulletin--63", naming as an additional insured in connection with the Organization's activities, the University, but only with respect to such liabilities as may arise out of the Organization's activities hereunder. The Organization's insurer or administrator of self-insurance shall agree that the above coverages shall be primary and for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance affected by the University except that the above provisions shall not apply with respect to the negligence of the University.

The University shall maintain at all times during the performance of this agreement public and property damage liability and insurance or equivalent self-insurance in a minimum amount for each occurrence as specified under "Service Agreements Paragraph 2, a. and b. of Business and Finance Bulletin--63", naming as an additional insured in connection with the University's activities, the Organization but only with respect to such liabilities as may arise out of the University's activities hereunder. The University's insurer or administrator of self-insurance shall agree that the above coverages shall be primary and for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance affected by the Organization except that the above provisions shall not apply with respect to the negligence of the Organization.

17. This agreement may be cancelled by either party if there is a failure to comply with the provisions of the agreement.

18. This agreement shall terminate on the thirtieth day of June, 1981, unless sooner terminated, and shall be subject to extension by the mutual agreement of the parties hereto in writing.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

BY Marilyn Rush
Marilyn Rush
Research Officer

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS
Paula M. Cooper
Deputy

BY Robert N. Black

ROBERT N. BLACK, Chairman
Yolo County Board of Supervisors

ATTEST: PETER McNAMEE, County Clerk

By: Deputy Paula M. Cooper

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By
DEPUTY COUNTY COUNSEL

Please use this form to update your last Exhibit "A" (which has been included for your reference). Return one copy with your signed Agreement and retain the second copy for your office record.

EXHIBIT "A"

Name of Organization with which written College Work-Study Program Agreement has been made:

YOLO COUNTY ANIMAL CONTROL SHELTER
NAME OF ORGANIZATION

Rt. 3, Box 176
County Roads 24 & 102
ADDRESS

Woodland, CA 95695
CITY

Peggy Stith, Chief of Animal Control
NAME OF DIRECTOR OR PRESIDENT

Same as above
ORGANIZATION'S CONTACT PERSON FOR THE WORK-STUDY PROGRAM

A general job description of work activities in which the student will be engaged:

STUDENT AIDE
$3.10 MINIMUM

Hourly Wage $5.0712

Number of Students Two

Under close direction and supervision, the student/s will: be working in Animal Control door to door dog licensing survey.

BOOK

STANDARD AGREEMENT — STATE OF CALIFORNIA STD. 2 (REV. 11/75)

APPROVED BY THE ATTORNEY GENERAL

AGREEMENT NO. 81-119 81-119

- ☐ CONTRACTOR
- ☐ STATE AGENCY
- ☐ DEPT. OF GEN. SER.
- ☐ CONTROLLER

THIS AGREEMENT, made and entered into this 7 day of MAY, 19 81, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
DIRECTOR	DEPARTMENT OF FOOD AND AGRICULTURE	1059

hereafter called the State, and

COUNTY OF YOLO

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Contractor shall perform enforcement services in accordance with the attachment described as "Method of Procedure for Enforcement of Department of Food and Agriculture Standards and for Surveillance of Eggs to U. S. Standards", which is identified as Exhibit 'A' and by this reference made in a part hereof.

This agreement shall be for a one (1) year period commencing July 1, 1981, and terminating June 30, 1982.

The total compensation payable for the period of this agreement shall not exceed $652.00.

This agreement may be cancelled by either party upon thirty (30) days written notice or upon termination of funding by the United States Department of Agriculture. Should the agreement be terminated, payment shall be made for work performed up to the effective date of termination.

Notice of the Agricultural Commissioner of said county shall be deemed notice to the County. Notice to the Chief, Egg Quality Control in Sacramento shall be deemed notice to the Director of the Department of Food and Agriculture.

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
BY [illegible]
DEPUTY COUNTY COUNSEL

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: DEPARTMENT OF FOOD AND AGRICULTURE	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): COUNTY OF YOLO
BY (AUTHORIZED SIGNATURE): ▷ Evelyn Dunn	BY (AUTHORIZED SIGNATURE): ▷ Robert D. Black
TITLE: BUSINESS SERVICE OFFICER	TITLE: Chairman, Board of Supervisors
CONTINUED ON ___ SHEETS, EACH BEARING NAME OF CONTRACTOR:	ADDRESS: Room 104, Courthouse, Woodland, Ca. 95695

Department of General Services Use ONLY

GEN. SERV. DEPT. APPROVAL NOT REQUIRED PER SAM 1206

AMOUNT ENCUMBERED	APPROPRIATION
$652.00	CONTINUING APPROPRIATIONS AGRICULTURAL CODE SECTION 221
UNENCUMBERED BALANCE: $	ITEM / CHAPTER / STATUTES: 81 / FISCAL YEAR: 81/82
ADJ. INCREASING ENCUMBRANCE: $	FUNCTION: 7-05-309-40-645=$652. INSPECTION SERVICES/POC 7-05-309-41-645=
ADJ. DECREASING ENCUMBRANCE: $	LINE ITEM ALLOTMENT: CONTRACTUAL SERVICES

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO. | B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER: ▷ [illegible] DATE: 6/29/81

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY: ▷ DATE:

16. The Organization shall maintain at all times during the performance of this agreement public and property damage liability and insurance or equivalent self-insurance in a minimum amount for each occurrence as specified under "Service Agreements Paragraph 2, a. and b. of Business and Finance Bulletin--63", naming as an additional insured in connection with the Organization's activities, the University, but only with respect to such liabilities as may arise out of the Organization's activities hereunder. The Organization's insurer or administrator of self-insurance shall agree that the above coverages shall be primary and for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance affected by the University except that the above provisions shall not apply with respect to the negligence of the University.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

BY Marilyn Rush
Marilyn Rush
Research Officer

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS
Paula M. Cooper
Deputy

BY Robert N Black

ROBERT N. BLACK, Chairman
Yolo County Board of Supervisors

ATTEST: PETER McNAMEE, County Clerk

By: Deputy Paula M. Cooper

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By
DEPUTY COUNTY COUNSEL

EXHIBIT 'A'

METHOD OF PROCEDURE FOR ENFORCEMENT OF DEPARTMENT OF FOOD AND AGRICULTURE STANDARDS AND SURVEILLANCE OF EGGS TO U. S. STANDARDS:

PART I - THE STATE -

a) through the State Supervising Inspector will assume resonsibility for coordinating the training and supervision of inspectors/biologists, interpretation and application of grades, and methods of making inspections.

b) through the Federal Supervising Inspector will issue Federal licenses to such qualified inspectors/biologists as may be employed by the County Department of Agriculture for work to be done under their agreement that requires a Federal license.

c) will provide for the collection of the necessary fees either directly or through the Federal trust fund.

d) will compensate the County for the following services:

1. CALIFORNIA ENFORCEMENT (Mill Fee) -
An amount based upon the number of cases of eggs available for inspection at packing, distribution and retail outlets from the total designated mill fee monies available for distribution. Total amount payable under this portion of this agreement shall not exceed:

$ 652.00

2. USDA SURVEILLANCE -
$_____for each original mandatory USDA surveillance visit that is required to be made within the county. The total amount payable under this portion of this agreement shall not exceed:

$_____

PART II - THE COUNTY DEPARTMENT OF AGRICULTURE -

a) will maintain time slips for each inspector/biologist on a daily basis showing the number of hours spent performing services under this agreement together with copies of official certificates as specified by the Director and any other records as required giving a summary of work performed.

b) will keep a separate and complete account of all receipts or expenditures of monies and all time slips for the work done under this agreement, and the Department of Food and Agriculture shall have an opportunity to audit these records periodically. The audit shall cover the terms and provisions of this agreement and the report shall contain a statement of financial condition.

These records shall be accessible to the State supervising inspector's at all times. All such receipts, time slips, and other records as required by the Director shall be maintained and kept by the county until audited. However, in no case, even though not audited, shall the county be required to maintain any records for a period to exceed three (3) years.

c) will, on a quarterly basis, submit to the Director an invoice for the work performed showing the number of mandatory USDA surveillance visits.

d) will request quarterly payments be made upon completion of the minimum workload requirements for mill fee enforcement as follows:

Cases of eggs available for inspection at wholesale 23,466.

Minimum number of cases of eggs to be inspected quarterly 88.

Cases of eggs available for inspection at retail 89,380.

Minimum number of cases of eggs to be inspected quarterly 559.

e) will furnish the necessary inspection equipment, transporation, office space, expense and supplies, and clerical help for carrying on the inspection work under this agreement.

f) will use only federally-licensed personnel to inspect eggs for USDA surveillance enforcement.

PART II - ADDITIONAL PROVISIONS -

a) the appropriate Federal or State supervisors will have the right to enter the county at any time where work is being done under this agreement to observe the actual inspection of eggs.

b) all licensed certified inspectors/biologists shall adhere to current regulations in 7 CFR, Part 56, Grading of Shell Eggs and United States Standards, Grades, and Weight Classes for Shell Eggs, California Department of Food and Agriculture Code, Regulations. Inspection Manual and inspection procedures.

c) State and County personnel will keep each other informed on all activites pertaining to inspections made pursuant to this agreement.

d) in the performance of services, the State shall be responsible for any liability resulting from the negligent or wrongful acts or omissions of its officers, agents, and employees, and the County shall be responsible for any liability resulting from the negligent or wrongful acts or omissions of its officers, agents, and employees.

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his/her records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

   (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgement having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

   (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his/her surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

**See Labor Code Sections 1411 - 1432.5 for further details.*

FILED

JUN 15 1981

PETER McNAMEE, Clerk
By Jamie C. Deputy

AGREEMENT No. 81-120

THIS AGREEMENT made and entered into this 9th day of June, 1981, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called "First Party", and Spivak Properties, a Partnership, hereinafter called "Second Party"

WITNESSETH:

WHEREAS, Conditions of approval for zone file #3149 and tentative parcel map #3019 of the Yolo County Planning Commission hearing on April 1, 1981 provides for the owner of property to construct and install an 8' high block fence as a condition to the issuance of an occupancy permit for any structure thereon; and

WHEREAS, the said "Second Party", in order to apply for an occupancy permit for any buildings upon the following described property, to-wit:

PARCEL MAP #3019, BEING LOT "B", LARCHMONT SUMMERFIELD, UNIT NUMBER 3A SUBDIVISION 2782-3A, FILED IN BOOK 11 OF PARCEL MAPS, PAGE NUMBER 96

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. THAT SAID "Second Party" shall construct and install or cause to be constructed and installed at its own cost and expense, the 8' high block fence adjacent to A-1 zone (as shown on Exhibit A) upon the said property in accordance with the Improvement Standards of First Party in effect at the time of installation.

2. THE SAID improvements shall be installed at the time construction commences on Parcel A of tentative parcel map No. 3019, in accordance with plans prepared by the engineer representing the second party and approved by the Planning Director after consultation with the Public Works Director.

3. THAT, prior to applying for a building permit for any improvements on Parcel A of tentative parcel map No. 3019, second party shall submit a bond or other security approved by the Planning Director, in an amount no less than $26,000, in favor of Yolo County securing the performance of this agreement.

4. IF SAID second party or its successors in interest fail to construct or install said improvements as required by this agreement, said improvements may be installed by the Department of Public Works and the cost therefor shall become a lien in charge upon the property, and the performance bond shall be called.

5. Each and every one of the provisions of this Agreement herein contained shall bind and inure to the benefit of the successors in interest of the parties hereto in the same manner as if they had herein been expressly named and this Agreement shall be recorded in the office of the Recorder of Yolo County.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Signed and Delivered in the presence of

_____
Subscribing Witness

COUNTY OF YOLO, a political subdivision of the State of California

By Robert N Black
Chairman of Yolo County Board of Supervisors

First Party

SPIVAK PROPERTIES, a Partnership

By _____
Barry Spivak, Managing Partner

Second Party

ATTEST: PETER McNAMEE, COUNTY

By Jannie C. Adam
Deputy

APPROVED AS TO FORM
CHARLES E. MACK
By _____
DEPUTY COUNTY COUNSEL

TO 1846 CA (8-74)
(Partnership)

TITLE INSURANCE AND TRUST
A TICOR COMPANY

STATE OF CALIFORNIA
COUNTY OF Sacramento } ss.

On May 28, 1981
before me, the undersigned, a Notary Public in and for said State, personally appeared
Barry Spivak
known to me to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.

Signature Rose Marie Pelucca

STAPLE HERE

OFFICIAL SEAL
ROSE MARIE PELUCCA
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
My Commission Expires Feb. 12, 1983

(This area for official notarial seal)

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS
Jannie C. Adam
Deputy

AGREEMENT NO. 81-121

AGREEMENT FOR DATA PROCESSING AND OTHER BANKING SERVICES FOR THE PUBLIC ADMINISTRATOR/GUARDIAN

FILED

JUN 16 1981

PETER McNAMEE, Clerk

By Paula M. Cooper, Deputy

THIS AGREEMENT between PACIFIC VALLEY BANK, a California Banking Corporation (hereinafter referred to as "Bank") and the COUNTY OF YOLO, State of California (hereinafter referred to as "County"), relates to services for the PUBLIC ADMINISTRATOR/GUARDIAN of the County of Yolo (hereinafter referred to as "PA/PG").

PURPOSE OF AGREEMENT

1. The purpose of this Agreement is to state the terms and conditions under which the Bank will provide Computrust$_{sm}$, an electronic data processing (EPD) trust accounting system, passbook savings (PS) accounts, a demand checking (DC) account and pooled certificate of deposit (CD) accounts in return for the deposit of PA/PG's trust funds.

It is Therefore Agreed as Follows:

PA/PG RESPONSIBILITIES

2. The PA/PG shall utilize no other bank for the deposit into DC, PS, and CD accounts of the PA/PG trust funds, except as may be determined by the PA/PG and Bank to be in the best interest of a particular estate.

3. The beneficial interest in all funds provided under this Agreement shall belong to estates in which the PA/PG is acting in a statutory or court-appointed capacity, and there are no County of Yolo funds involved.

4. PA/PG shall determine the amount of trust funds to be deposited and the type of account (DC, PS and/or CD) into which they shall be placed.

5. PA/PG will make reasonable efforts to advise Bank in advance of expected CD account withdrawals.

6. PA/PG will supply names and other necessary data required by the Bank to allocate interest to the sub-accounts of a pooled CD account.

7. Only trained operators will be allowed to use the program and equipment. The PA/PG shall use reasonable security measures to protect such systems and equipment, but loss or damage to same shall not be the financial responsibility of County unless caused by intentional wrongdoing of County, its officers, agents, or employees.

BANK RESPONSIBILITIES

Bank Services

8. Bank will provide the following accounts:

a. CD - The parties intend that all CD accounts shall be in single or multiple calendar month pooled CD's as permitted by Federal Reserve Bank (FRB) and Federal Deposit Insurance Corporation (FDIC) regulations. The maturity dates shall be on the last day of the respective calendar months.

CD accounts will earn interest at domestic branch rate for CD accounts of comparable terms and amounts offered on the date of purchase. Bank will notify the PA/PG in writing of the rate which will be paid as each CD is issued. Interest rate for each CD is subject to change from time to time, but the rate of each CD is guaranteed for the term of that

account. CD interest will be paid monthly. After the first CD account is established, additions to existing CD accounts may be made at any time within seven (7) calendar days after the beginning date of the CD account, provided such additional funds were on deposit with Bank in any other account (PS, DC, or CD) on or before the beginning date of the CD.

Withdrawals can be made from CD accounts on maturity date or within (7) calendar days thereafter without penalty.

b. PS - During the monthly period when additions to CD accounts is not permissible, savings funds shall be placed in a passbook savings account. PS accounts will earn the maximum passbook interest rate allowed by federal regulations.

PS account funds may be transfered to CD accounts at the time additions are made to the CD accounts (within seven (7) calendar days after the beginning date of the CD account).

c. DC - Demand checking account for the normal daily business transactions of PA/PG.

9. In addition to the rights granted in this Agreement, the PA/PG shall have the same rights and obligations in connection with any of such deposited funds as any other depositor having the same type of DC, PS or CD account with Bank. Nothing contained herein shall be construed as requiring PA/PG to deposit any funds with Bank or to leave any deposited funds on deposit for any specified period of time except as may be required by applicable law or regulation or the terms of this Agreement.

10. Bank represents that each beneficial interest in each sub-account is currently insured to the maximum allowed by FDIC regulations and that each beneficial interest is defined by law and/or regulations as the interest of each separate estate. Upon notification by PA/PG, Bank hereby pledges as security for all amounts on deposit in excess of the FDIC insured interest, the following securities:

U.S. Treasury Bills and U.S. Government Agency or State of California agency obligations which will be retained in the collateral pool at Bank's major correspondent bank or investment bank.

11. On a calendar monthly basis, Bank will prepare a report and/or other data output which will recap all activity during the period showing creditable interest to each PS and CD sub-account, account and sub-account balances and other necessary data required by PA/PG to carry out its responsibilities. It will be the responsibility of the Bank to forward reports and statements to PA/PG within five (5) working days following the close of the calendar month.

12. Bank shall comply with all applicable state and federal laws and regulations relating to its performance under this Agreement.

EPD SYSTEM

13. Bank agrees to provide, at no charge, so long as the PA/PG deposit requirements specified in paragraph 2 are observed, hardware and software to maintain an EDP trust

accounting system sufficient for PA/PG. System will include, but is not limited to:

a. The required communications capabilities so that PA/PG may have access to Computrust$_{sm}$ at the Bank's Central Processing Facilities. This access will be available during all normal business hours.

b. Two (2) CRT Terminals, each with a typewriter keyboard and number pad.

c. One (1) matrix printer, 132 columns wide, bi-directional 120 characters per second.

d. Computrust$_{sm}$ software (and sub-license to use same) to accomplish the following functions:

   1. Create and maintain master and transaction code files.
   2. Enter transactions into the transaction file, check-writing file, receipts and disbursement files.
   3. Generate the following reports:
      a. Account Balances Report
      b. Disbursement Journal
      c. Receipt Journal
      d. Transfer Journal
      e. StopPay/Cancellation Journal
      f. Redetermination Listing
      g. Vendor List
      h. Previous Address List
      i. Trial Balance Reports
      j. Master File List
      k. Automatic Transaction List
      l. Inventory List

m. Transaction Code List
n. Check Printing
o. Transaction Code Detail
p. Cancel Check Register
q. Outstanding Check Register
r. Ad-Hoc Reports

4. Trust inquiry system.
5. System backup module.

e. Three Operator's Manuals. As stated in paragraph "g", updating of manuals will be the responsiblity of the Bank.

f. Bank will provide all parts and service towards repairs and maintenance of the hardware and software systems. Repairs and maintenance will accomodate daily operations of PA/PG. If equipment cannot be repaired within reasonable time, equipment will be replaced with workable equipment.

g. All enhancements (updating of hardware and software to meet current needs of PA/PG) of the systems which are provided to Bank by its suppliers or users.

h. Monthly statements and/or reports for savings accounts.

SYSTEM IMPLEMENTATION

14. Bank shall provide required training for all designated PA/PG employees using the system. Such training will be provided by the Bank representatives at the Bank and/or at the PA/PG site for a mutually agreed upon number of working days consistent with full implementation of the system.

15. If system is not fully operational within ninety (90) days of the date the equipment is installed, the County may terminate the Agreement without any obligation or fees to Bank.

CONFIDENTIALITY

16. All records and documents pertaining to trust fund accounts, property or other personal or business affairs of PA/PG estates shall be kept confidential in accordance with current state, federal, and county confidentiality regulations, guidelines, and statutes.

17. Bank shall not divulge any of the above information to any person, firm, corporation or foundation, without the express written consent of the PA/PG.

CONFIDENTIALITY OF COMPUTER PROGRAMS OR SOFTWARE

18. PA/PG agrees that the computer programs and software utilized by Bank are the exclusive property of Bank and that in the event PA/PG, by any means whatsoever obtains information respecting the said computer programs or software that it will not disclose said information to any person or company whatsoever. PA/PG agrees that said material is confidential and constitutes a trade secret of Bank and that it will not attempt to make any copies of said computer programs or software in the event it obtains information concerning the same, or will expose said computer programs or software to any liens, claims or actions whatsoever.

RIGHT TO PROVIDE SERVICE TO OTHERS

19. PA/PG acknowleges that Bank will provide the same or similar services to other customers and agrees that no claim or action of any kind or nature whatsoever will be asserted against Bank by reason of the availability of the supplying of said services to others.

PROPERTY OF YOLO COUNTY

20. All PA/PG data stored or transmitted to and from the Bank shall be the property of Yolo County.

AUTHORIZED SIGNATURES OF TRUSTEE

21. Withdrawals from DC, PS and CD trust accounts

established by the Bank will be as authorized by PA/PG on appropriate signature cards filed at the Bank.

22. PA/PG will notify Bank in writing, and provide current signature cards, in the event of any change in the persons designated as authorized signers on such accounts. Bank shall be entitled to rely on the written instruction of such authorized signers until notified of any change, and shall not be required to act upon any oral instructions.

TERM AND TERMINATION

23. This Agreement shall become effective as of the date of execution by all parties hereto and shall continue for a period of two (2) years. Thereafter, this Agreement shall be automatically renewed annually for a one (1) year period unless terminated by sixty (60) days' written notice from either party to the other. In the event of termination for any reason, no termination costs shall be charged to either party.

24. Upon termination of this Agreement, the data pertaining to accounts shall be available at no charge to the County of Yolo on magnetic data tapes for their use. Documentation shall be provided to amply explain the data and storage method on the magnetic tape.

LIMITATION OF LIABILITY

25. In no event shall the Bank be liable to PA/PG for any damages of any nature or kind whatsoever resulting from any information provided to the Bank by PA/PG. Further, Bank shall not be liable for any claim or demand against PA/PG by any third party.

Bank shall use due care in the processing of PA/PG's work and agrees that it will, at its expense, correct any errors that are due solely to malfunction of Bank's machines, or failure of Bank's operators, programmers, or programs. In any and all events, Bank shall

not be liable to PA/PG or any customer of PA/PG for failure to provide the services herein if due to any cause or condition beyond the reasonable control of Bank.

Bank shall indemnify and hold harmless County, its officers, agents, and employees, from any and all loss, injury, damage claims, demand, suits or judgments, including the cost of defense thereof, arising from the acts or omissions of Bank, its officers, agents and employees.

In the event PA/PG provides access to the services agreed to be provided under the terms of this agreement, to individuals or entities not parties to this Agreement, the PA/PG agrees to indemnify and hold Bank free and harmless from any and all claims of liability to third parties arising from the use of the computer or data processing services by said individuals or entities.

ATTORNEY'S FEES AND COSTS

26. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

AGREEMENTS OUTSIDE OF CONTRACT

27. This contract contains the complete agreement concerning the contractual arrangement between the parties and shall, as of the effective date hereof, supersede all other agreements between Bank and PA/PG. The parties stipulate that neither of them has made any representations including the execution and delivery hereof, except such representations as are specifically set forth herein, and each of the parties hereto acknowledge that it has relied on its own judgment in entering into this Agreement. The parties hereto further acknowledge that any payments or representations that may heretofore have been made by either

of them to the other are of no effect and that neither of them has relied thereon in connection with his or its dealing with the other.

MODIFICATION OF CONTRACT

28. No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

ASSIGNMENT AND SUB-CONTRACTING

29. Neither party may assign any part or all of this Agreement without written consent of the other party and any such assignment without consent shall be void and confer no rights. Neither party may sub-contract any obligation under this Agreement without prior written consent of the other party.

AFFIRMATIVE ACTION

30. Bank will complete and keep current the County of Yolo Affirmative Action Questionnaire, the form to be furnished by PA/PG. Bank agrees that it will not unlawfully discriminate against any person in the performance of this Agreement on account of age, color, creed, ethnic or national origin, political opinions, race, religion, sex, union activity or handicap.

NOTICES

31. All notices given pursuant to this Agreement shall be in writing and may personally be delivered or sent by regular or certified mail, postage prepaid, addressed as follows:

Pacific Valley Bank
1245 S. Winchester Blvd.
San Jose, CA 95128

Public Administrator/Guardian
County of Yolo
P. O. Box 785
Woodland, CA 95696

RELATIONSHIP OF THE PARTIES

32. Bank understands and agrees that this is an Agreement by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association with the other party herein, or any other parties, persons, corporations, partnerships, associations, or political entities, unless with express written consent of County.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement at Woodland, California, on the dates shown below:

PACIFIC VALLEY BANK

By: _____

Title: Executive Vice President

Date: JUN 4 1981

COUNTY OF YOLO

By: _____

Title: CHAIRMAN, BOARD OF SUPERVISORS

Date: JUN 9 1981

Attest: Paula M Cooper
Clerk of Board

Approved as to Form
Dated: June 15 1981
_____
Deputy County Counsel of Yolo County

Section 25103 of the Government Code. Delivery of this document has been made to the Chairman of the Board of Supervisors.

PAULA M. COOPER, Clerk

Paula M Cooper
Deputy

FILED

JUN 16 1981

PETER McNAMEE, Clerk

AGREEMENT NO. 81-122

(Agreement Amending Agreement No. 81-121 Data Processing and Other Banking Services for the Public Administrator/Guardian)

THIS AGREEMENT, made and entered into this 9th day of June, 1981, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as PA/PG, and Pacific Valley Bank, a California banking corporation, hereinafter referred to as BANK,

W I T N E S S E T H:

RECITALS:

1. PA/PG and BANK entered into an agreement for data processing and other banking services for the Public Administrator/Public Guardian designated as Agreement No. 81-121 on June 9, 1981, a copy of which is attached hereto and incorporated herein by this reference.

2. Paragraph 26 of said Agreement dealing with the entitlement to reasonable attorney's fees, costs, and necessary disbursements necessitated by any actions at law or in equity necessary to enforce and interpret the terms of that Agreement contains no provisions to determine venue for the litigation of any such actions. The parties hereto desire to add a provision providing such venue determination.

AGREEMENTS:

1. It is hereby agreed by and between the parties that Paragraph 26 of Agreement No. 81-121 is amended to read and provide as follows:

> 26. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled. Any such actions shall be brought by either party to this Agreement in the Superior Court in and for the County of Yolo.

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

2. In all other respects, Agreement No. 81-121 is hereby ratified and confirmed by the parties without change.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 16th day of June, 1981.

COUNTY OF YOLO, a political subdivision of the State of California

BY Robert V Black
Title

PACIFIC VALLEY BANK

Executive Vice President
Title

Dated: June 10, 1981.

ATTEST:

PETER McNAMEE, CLERK

BY Paula M Cooper
DEPUTY

(SEAL)

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS
Paula M Cooper
Deputy

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

RELATIONSHIP OF THE PARTIES

32. Bank understands and agrees that this is an Agreement by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association with the other party herein, or any other parties, persons, corporations, partnerships, associations, or political entities, unless with express written consent of County.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement at Woodland, California, on the dates shown below:

PACIFIC VALLEY BANK

By: _____

Title: Executive Vice President

Date: JUN 4 1981

COUNTY OF YOLO

_____

Title: CHAIRMAN, BOARD OF SUPERVISORS

Date: JUN 9 1981

Attest: Paula M Cooper
Clerk of Board

Approved as to Form
Dated: June 15 1981
_____
Dep. County Counsel of Yolo County

I hereby certify that according to the provisions of Section 25103 of the Government Code, delivery of this document has been made.
Chairman of the Board of Supervisors

Paula M Cooper
Deputy

certified by the California Division of Oil and Gas to be abandoned as of March 1, 1982.

B. List and update the parcel number for each oil and gas well located in Yolo County.

C. For each oil and gas well not already plotted on the Assessor's maps, CONTRACTOR shall identify the surveyed location of the wells and provide the County Assessor with a map plotting the surveyed sites of the oil and gas wells.

D. Provide the County Assessor, the mailing address and a complete reporting package for each owner of a natural gas well listed under 1.A.

E. Appraise each gas well in Yolo County according to its fair market value.

(1) CONTRACTOR shall, as part of the appraisal procedure, independently and thoroughly review each well's reserves, production capabilities, operating cost and other pertinent data relevant to such an appraisal.

F. Appraise each gas well in Yolo County according to Rule 468 of the State Board of Equalization.

G. Maintain for the County Assessor complete appraisal files for each well, including cash flows and worksheets. The appraisal files shall include all basic data collected, notes, worksheets, maps, etc., used in calculating reserves and values. Such materials shall be the exclusive property of the Assessor and shall enable the County Assessor to perform audits or review any of the work performed under this Agreement.

H. On or about June 1, 1982, submit to the County Assessor the information required by the immediately preceding section, along with the taxable values of all dry gas wells in Yolo County as of March 1, 1982.

I. At any time, when a controversy arises over the appraisals made by CONTRACTOR as a result of this Agreement, CONTRACTOR shall provide a total

of six (6) days:

(1) in defense of any appraisal sampled by the State Board of Equalization; or

(2) in defense of taxable values challenged by a taxpayer before the County Board of Equalization;

(3) shall be available to consult and assist the Yolo County Assessor on matters of natural resource evaluation.

J. Whenever requested, at no additional cost to COUNTY, to represent the Assessor at Petroleum Advisory Sub-Committee meetings, and make such additional occasional written reports as may be requested by the Assessor.

K. CONTRACTOR shall inform COUNTY of all existing financial interests in any gas wells in Yolo County, and shall notify the County of any later-acquired interests immediately upon discovery of acquisition of such interests.

L. Maintain at all times the highest of ethical and professional standards.

2. COUNTY'S DUTIES:

A. Pay CONTRACTOR a flat fee for services rendered pursuant to this Agreement, in the amount of $18,480.

B. The fee above mentioned shall be paid on or before June 30, 1982.

C. In the event the method of assessing value is substantially modified by legislation, regulation of the State Board of Equalization, or judicial decision, CONTRACTOR shall be compensated at the rate of $40 per hour to a maximum of $18,480, rather than at the flat fee specified above.

3. GENERAL PROVISIONS:

A. TERM. Except as otherwise provided in the Agreement, the term of this Agreement shall be for one (1) year, commencing on the first day of July, 1981, to the thirtieth (30th) day of June, 1982.

B. INDEPENDENT CONTRACTOR. In the performance of the work, duties and

obligations devolving upon him under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor, practicing his profession of Petroleum Consultant. CONTRACTOR agrees to perform his work and functions at all times in strict accordance with currently approved methods and practices in his profession, and that the sole interest of the COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient and satisfactory manner.

C. HOLD HARMLESS. CONTRACTOR agrees to hold harmless COUNTY, its officers, employees, and agents from any and all liability and/or claims for damages arising out of action or conduct of CONTRACTOR, his agents, servants, employees, and invitees as a result of CONTRACTOR'S operations pursuant to this Agreement.

D. INSURANCE. During the term of this Agreement, CONTRACTOR shall at his own expense, maintain in full force and effect a liability insurance policy expressly naming COUNTY as an additional insured against liability insurance injuries to persons and property and for death of persons arising from any accident, injury or damage occurring as a result of CONTRACTOR'S operations pursuant to this Agreement. The limits of liability coverage under said insurance shall be a combined single limit of Five Hundred Thousand Dollars ($500,000), and One Hundred Thousand Dollars ($100,000) Property Damage liability.

E. VARIATION OF TERMS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and executed by the parties hereto.

F. NOTICES. All notices from CONTRACTOR to COUNTY or COUNTY to CONTRACTOR shall be in writing, either personally served or delivered by the United States Mail, postage prepaid and addressed as follows:

COUNTY OF YOLO
Board of Supervisors
Yolo County Courthouse
725 Court Street
Woodland, CA 95695

HAROLD W. BERTHOLF, INC.
Geologist/Petroleum Engineers
2775 Cottage Way, Suite 9
Sacramento, CA 95825

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year herein above set forth.

COUNTY OF YOLO, a political subdivision of the State of California,

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

I, undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS
_____
Deputy

HAROLD W. BERTHOLF, INC.

BY _____
Harold W. Bertholf, Contractor

ATTEST:

PETER McNAMEE, CLERK

BY _____
Deputy

(Seal)

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By _____
DEPUTY COUNTY COUNSEL

MODIFICATION FORM

5/14/81

AGREEMENT NO. 81-124

REQUEST FOR PROGRAM MODIFICATION — DATE — AGREEMENT

Title: IV — Modification Number — Contract Number

Program: Winters Joint Unified School District — 002 — 81-10

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [X] Increased by $ 4,223 [ ] Decreased by $

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To increase contract total in order to reimburse supervising teachers at the same rate during the summer program as was calculated for the winter program. The supervising teacher will be employed on a full-time basis during the summer.

To change the program design as described in the narrative.

FILED

JUN 25 1981

PETER McNAMEE, Clerk

By Anna M. Calderon, Deputy

MODIFICATION

The attached operating budget supersedes Mod. 001

$8,791

New grand total and fixed price

Frank V. Pignataro 6/1/81

Signature of program operator Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommendation of the MAPC [ ] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[ ] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Robert V. Blackburn JUN 16 1981 6/16/81

Signature of authorized official Date Effective date of modification

For BOOK ONLY

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 [illegible]st Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: IV CONTRACT NO. 81-10

[ ] ORGINAL [X] REVISION NO. 001 DATE May 14, 1981

Subgrantee Name and Address:
Winters Joint Unified School District
47 Main Street
Winters, CA 95694

Contact Person: Frank Pignataro
Phone 795-4588
Period: From 10/01/80 To 09/30/81
Program Name: YETP

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.	129						216		345
NOV.	134						230		364
DEC.	121						196		317
JAN.	129						222		351
FEB.	301						348		649
MAR.	301						252		553
APR.	310						285		595
MAY	310						295		605
JUNE	310						1209		1519
JULY	310						1159		1469
AUG.	310						1159		1469
SEPT.	310						245		555
TOTAL	2975						5816		8791

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.	129				216			345
NOV.	134				230			364
DEC.	121				196			317
JAN.	301				222			351
FEB.	301				348			649
MAR.	310				252			553
APR.	310				285			595
MAY	310				295			605
JUNE	310				1209			1519
JULY	310				1159			1469
AUG.	310				1159			1469
SEPT.	310				245			555
TOTAL	2975				5816			8791

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

FRANK V. Pignataro, Principal
Name and Title of Authorized Official

Frank V. Pignataro
Signature

For CETA Approval Only:

Fiscal Officer — 6/19/81 Date

Margaret L. Mueller
CETA Director — 6/19/81 Date

YC 106 (10-79)

SUBGRANTEE NAME AND ADDRESS
Winters Joint Unified School District
47 Main Street
Winters, CA 95694

OPERATING BUDGET
CONTRACT NO. MOD. 002 80-346

ADMINISTRATIVE SUBGRANTEE	TOTAL	OCT	NOV	DEC	JAN
INDIRECT COST					
SALARIES & WAGES	2476	112	116	104	112
FRINGE BENEFITS	499	17	18	17	17
FICA					
Workers' Compensation					
Retirement					
Health & Life Insurance					
Unemployment Compensation Ins.					
TRAVEL					
Mileage Reimbursement					
Out-of-Town Travel					
CONSULTANT & PROFESSIONAL SERVICES					
Bookkeeping					
Legal					
Program Tech. Assist.					
SPACE COST					
Rental of Land & Buildings					
Utilities					
Janitorial Services					
Repairs to Buildings					
CONSUMABLE SUPPLIES					
Office Supplies					
Cleaning & Janitorial Supplies					
COMMUNICATION COST					
Telephone & Telegraph					
Postage					
OTHER COST					
Photocopy & Xerox					
Rental - Office Equipment					
Maintenance & Repair -Equipment					
Fid. & Gen. Insurance					
Uncl. Expenses					
EQUIPMENT					
Office Equipment					
Office Furniture & Fix.					
TOTAL	2975	129	134	121	129

(ADMINISTRATIVE SUBGRANTEE)

SUBGRANTEE NAME AND ADDRESS

Winters Joint Unified School District
47 Main Street
Winters, CA 95694

OPERATING BUDGET

CONTRACT NO. MOD. 002 80-346

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
251	251	255	255	255	255	255	255
50	50	55	55	55	55	55	55
301	301	310	310	310	310	310	310

SUBGRANTEE NAME AND ADDRESS

Winters Joint Unified School District
47 Main Street
Winters, CA 95694

OPERATING BUDGET

CONTRACT NO. MOD. 002 80-346

CAREER EMPLOYMENT EXPERIENCE (YETP ONLY)	TOTAL	OCT	NOV	DEC	JAN
PARTICIPANT WAGES					
FRINGE BENEFITS					
F.I.C.A.					
Workers' Compensation Insurance					
Other					
ALLOWANCES					
Basic					
Dependents					
Incentive					
Other Additional					
FRINGE BENEFITS					
Workers' Compensation Insurance					
TRAINING	5816	216	230	196	222
Staff Salaries	4727	184	193	167	193
Staff Fringe Benefits	505	4	5	3	4
Staff Travel	333	28	32	26	25
Special Program Technical Assistance	251				
Subcontractor Training Cost					
Classroom Space Cost					
Supplies					
Telephone					
Books & Educational Aids					
Tuition & Entrance Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Unclassified Training Cost					-
SERVICES					
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Special Program Technical Assistance					
Space Cost					
Supplies					
Telephone					
Transportation					
Child Care					
Medical Assistance					
Rent Assistance					
Bonding Assistance					
Rental Equipment					
Office Equipment					
Unclassified Services Cost					
TOTAL - CAREER EMPLOYMENT EXPERIENCE	5816	216	230	196	222

YC 104g (revised 10/79)

CAREER EMPLOYMENT EXPERIENCE (YC ONLY)

OPERATING BUDGET

CONTRACT NO. MOD. 002 80-346

SUBGRANTEE'S NAME AND ADDRESS

Winters Joint Unified School District
47 Main Street
Winters, CA 95694

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
348	252	285	295	1209	1159	1159	245
267	182	195	200	982	982	982	200
5	3	10	15	147	147	147	15
25	17	30	30	30	30	30	30
51	50	50	50	50			
348	252	285	295	1209	1159	1159	245

YC 104g (revised 10/79)

STATEMENT OF WORK TO BE PERFORMED

Work Experience

1. All YETP students will participate in work experience activities coupled with classroom training. Students will be placed in public sector employment positions to give them appropriate work experience consistent with their career objectives. This portion of the YETP will continue throughout the school year and will run concurrently with and complimentary to the classroom portion of the program.

2. At the end of school all YETP participants will be placed in six hour work experience placements complimented with two hours of classroom training per day for two weeks.

3. All YETP students then will be placed in eight hour work experience slots from June 15th through August 21, 1981.

   The Summer Work Experience component will be complimented by the provision of vocational and career information by the supervising teacher on an as needed basis. One-to-one vocational counseling will also be available through the supervising teacher.

   Graduating seniors will attend the Job Seach Workshop during the last portion of the summer program to aide in job placement. The Job Search Workshops will be provided by the Prime Sponsor.

Staffing

During the school year the program will maintain one part-time supervising teacher well-versed in counseling techniques and the work experience program who will perform continual follow-up with each student on an individual basis. The supervising teacher will serve as a formal laison between the school districts, the students and the community.

During the summer portion, the supervising teacher will be employed full-time to coordinate the work experience activities and provision of the job search skills portion of the summer portion.

JUN 19 1981

PETER McNAMEE, Clerk

By Paula M Cooper, D

AGREEMENT NO. 81-12

(Caretaker at the Broderick Boat Ramp)

THIS AGREEMENT made and entered into this 16th day of June, 1981, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and NANCY WENINGER hereinafter referred to as CONTRACTOR.

W I T N E S S E T H:

WHEREAS, on the 10th day of June, 1974, by Agreement No. 74-98, COUNTY entered into an operation and maintenance agreement with the State of California, Department of Navigation and Ocean Development for development of the Broderick Launching Facility wherein COUNTY agreed to provide all necessary maintenance and upkeep of said launching facility, said maintenance to include the keeping of the sanitary facilities in good repair and free from unsightly conditions, and debris accumulations; and

WHEREAS, COUNTY desires to hire CONTRACTOR to assure competent maintenance service for the Broderick Boat Ramp; and

WHEREAS, CONTRACTOR is an individual capable of rendering the desired services for said Boat Ramp;

NOW, THEREFORE, the parties hereto, for and in consideration of the covenant agreements, and stipulations hereinafter expressed, do mutually agree as follows:

1. CONTRACTOR agrees:

A. To serve as caretaker for the Broderick Launching Facility restrooms, and to open the restrooms in the morning not later than sunrise daily and to close said area not earlier than sunset or not later than 11:00 o'clock P.M., seven

days a week, 365 days a year.

B. To empty trash containers, re-stock toilet paper and towels as necessary, and to keep the sanitary facilities in good repair and free from unsightly conditions and debris accumulations.

C. To notify COUNTY of any necessary repairs of the restroom building.

D. To be responsible for turning off and on the irrigation system at the launching facility.

E. To perform such other duties as may be necessary to maintain a proper facility.

2. COUNTY agrees:

A. To pay to CONTRACTOR the sum of ONE HUNDRED SIXTY FIVE AND NO/100 ($165.00) DOLLARS per month during the term of the agreement on the first day of each month for the preceding month.

B. To provide CONTRACTOR with the necessary supplies and equipment.

3. This agreement is not assignable by CONTRACTOR in whole or in part without the written consent of COUNTY first had and obtained and any such assignment without written consent of COUNTY first had and obtained shall be null and void.

4. It is specifically understood and agreed that CONTRACTOR is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. CONTRACTOR shall be solely liable and responsible to pay all required taxes and

other obligations, including, but not limited to, witholding and Social Security. CONTRACTOR agrees to indemnify and hold the COUNTY harmless from any liability which CONTRACTOR may incur to the Federal or State Governments as a consequence of this contract.

5. The term of this agreement shall commence on the 10th day of June, 1981 and shall terminate on the 9th day of June, 1982. This agreement may be terminated by either party hereto by a thirty (30) day written notice of intention to terminate said agreement.

6. This agreement supercedes Agreement No. 80-179.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS
Paula M Cooper
Deputy

COUNTY OF YOLO, a political subdivision of the State of California:

Robert N Blank
CHAIRMAN, BOARD OF SUPERVISORS

CONTRACTOR:

Nancy Weninger
NANCY WENINGER

ATTEST:

Peter McNamee, County Clerk

By Paula M Cooper
Deputy

Approved as to form:

County Counsel

FILED

JUN 19 1981

PETER McNAMEE, Clerk

By Paula M Cooper, Deputy

AGREEMENT NO. 81-126

(Agreement Granting Concession to Davis Dog Training Club for Operation of Dog Training Area at Davis Communications Annex)

THIS AGREEMENT, made and entered into this 16th day of June, 1981, by and between the County of Yolo, a political subdivision of the State of California (hereinafter called "COUNTY"), and Davis Dog Training Club, Inc., a non-profit corporation (hereinafter called "CONCESSIONAIRE"),

W I T N E S S E T H:

RECITALS:

1. CONCESSIONAIRE is a non-profit corporation, engaged in the fostering of the sport of dog training.

2. COUNTY is the owner and occupier of a parcel of real property near the corner of Tremont Road and County Road 104, approximately 320 acres in size, and commonly known and referred to herein as "The Davis Communication Annex", and holds title to said parcel of real property for recreational uses. COUNTY's title to said property is held subject and pursuant to the terms and conditions of the quit claim deed from the United States of America recorded in the Official Records of the Yolo County Recorder at Official Records Book 1070, at page 557. A copy of said deed is attached hereto as Exhibit A and incorporated herein by this reference to have the same force and effect as if here set forth in full.

CONCESSIONAIRE has requested a concession pursuant to condition number 3 of Exhibit A to occupy and use a portion of the Davis Communications Annex for the construction and operation, for its members as well as the general public, of a dog training and exhibition site with associated improvements to be constructed and operated in compliance with Exhibit A and

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

this agreement, and represents hereby its willingness and ability to do so.

AGREEMENTS:

In and for the covenants, conditions, and restrictions set forth herein, the parties agree as follows:

1. Grant of Concession. CONCESSIONAIRE is hereby granted an exclusive concession and privilege to operate and use the portion of said real property, approximately 280 acres in size, consisting of three identifiable subportions of said real property, described in the sketch attached hereto as Exhibit B for the purposes described below.

2. Term. The term of this concession as it applies to that property designated Parcel 1 in Exhibit B shall be a period of twenty (20) years commencing upon the date of execution of this agreement, and terminating on the corresponding date in the year 2001, unless sooner terminated pursuant to Paragraph 7 of this Agreement.

The term of this concession as it applies to that property designated Parcel 2 in Exhibit B, consisting of approximately 150 acres, shall be a period of five (5) years commencing upon execution of this Agreement, and terminating on the corresponding date in the year 1986, unless sooner terminated pursuant to Paragraph 7 of this Agreement.

The term of this concession as it applies to that property designated Parcel 3 in Exhibit B, consisting of approximately 110 acres, shall be a period of one (1) year, commencing upon execution of this Agreement and terminating on the corresponding date in the year 1982, unless sooner terminated pursuant to Paragraph 7 of this Agreement.

The term of this concession as it applies to that property designated Parcel 2 and Parcel 3 in Exhibit B, may be extended for like

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periods upon mutual consent of both parties, provided that if either party does not intend to extend the terms of this Agreement, it shall notify the other party at least ninety (90) days prior to the termination date.

3. Provisions Regarding Use of Property.

A. Use. The exclusive use of the property designated Parcel 1 in Exhibit B shall be for the construction and operation by CONCESSIONAIRE of a dog training and exhibition area, including lawn, landscaping, parking facilities, and other facilities necessary for dog training and exhibition or customarily used in dog training, all to be used for the purpose of conducting dog training exercises, practice, or contests.

The exclusive use of the property designated Parcel 2 and Parcel 3 in Exhibit B shall be for the purpose of conducting dog training exercises, field practice, or other contests, but no permanent construction or paving of any sort or landscaping shall be carried out upon the described property.

B. Compliance with Deed and Agreements; Records. CONCESSIONAIRE hereby acknowledges and covenants strictly to comply with each and every term and condition of Exhibit A which is applicable to its operation under this Agreement. To effectuate this covenant, CONCESSIONAIRE agrees to keep and provide to COUNTY and/or the United States Secretary of the Interior such reports, statistics, books, records, and other documents necessary to determine compliance with Exhibit A and/or this Agreement, and to permit access to the facilities at all reasonable times to officials of COUNTY and the Department of Interior; and to submit to and cooperate with audits and information requests by COUNTY and/or the Department of Interior to determine such compliance.

C. Use by Public. Said dog training facility is to be open to

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serve the needs of members of the CONCESSIONAIRE corporation, and shall be open and available for use by members of the general public at all reasonable times without charge, save and except during formal competition, tests, and/or trials at which events entrants may be charged a reasonable fee for entrance, parking, and/or participation.

D. Maintenance of Public Order. CONCESSIONAIRE shall be solely responsible for the maintenance of public order and safety upon said site while engaged in the uses licensed and described herein.

E. Non-Discrimination. CONCESSIONAIRE shall allow access to subject property and use of the facilities thereon to all members of the public without discrimination by reason of race, sex, color, creed, or national origin. In addition, CONCESSIONAIRE covenants and agrees to familiarize itself with and abide by the terms of condition number 7 of Exhibit A.

F. Compliance with Rules. CONCESSIONAIRE may, subject to the approval of the Director of County Facilities and Grounds Maintenance (hereinafter referred to as "DIRECTOR"), adopt, amend, and repeal written rules governing the use of the subject property by its members and the general public. All operations conducted on such site shall abide by said rules and no others. Additions or amendments shall not be enforced without the prior approval of the Director. The DIRECTOR may also, after notice to CONCESSIONAIRE and an opportunity for hearing, issue directives, rules, and regulations to CONCESSIONAIRE, or may amend or abolish any of CONCESSIONAIRE'S rules previously promulgated pertaining to the details of operation of this concession in accordance with this Agreement. Said directives, rules, regulations, amendments, or other modifications shall be deemed to be terms

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and provisions of this Agreement, the breach of which shall be a cause for revocation and termination of this Agreement. Said rules shall be posted in conspicuous places by CONCESSIONAIRE on the subject property.

G. Approval of Buildings and Other Improvements. CONCESSIONAIRE agrees that plans showing the location and design of all buildings to be constructed, all paving to be laid, and all landscaping and irrigation for landscaping to be carried out on the subject property shall be submitted to and receive the prior approval of the DIRECTOR before the commencement of construction. All improvements shall be constructed in compliance with applicable federal, state, and county laws, regulations, and rules, including the building codes and ordinances regulating wells and septic systems which may be in effect at the time construction is proposed.

H. Non-warranty of Water Supply. CONCESSIONAIRE acknowledges that COUNTY makes and has made no promises or warranties, expressed or implied, regarding the existence, availability, or suitability of either ground or surface water supplies. All exploration and pumping of groundwater shall be at CONCESSIONAIRE'S sole and exclusive risk and expense.

4. Maintenance; Utilities; Costs. CONCESSIONAIRE covenants, at its sole cost and expense to clean and maintain the subject property in a neat, clean, and sanitary condition, free of litter, waste, and unsightly accumulations of noxious weeds, and to keep the property in a condition not detrimental to surrounding properties or the neighborhood and free of any conditions hazardous to the general public. If hazardous conditions are discovered, CONCESSIONAIRE covenants, at its sole cost and expense, to repair or remove said hazardous conditions. If the CONCESSIONAIRE and the COUNTY disagree whether a particular condition is hazardous, representatives of the

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CONCESSIONAIRE will meet with the DIRECTOR to attempt to resolve the disagreement and to determine the responsibility for the cost of repairing or removing the condition alleged to be hazardous. CONCESSIONAIRE further agrees that any and all utilities extended to the property shall be at its sole cost and expense.

5. Exculpatory Clause. CONCESSIONAIRE agrees to indemnify, defend, and save harmless COUNTY, its officers, agents and employees from any and all claims and losses occurring or resulting to any and all contractors, sub-contractors, materialmen, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and to indemnify, defend, and save harmless COUNTY, its officers, agents, and employees of any and all claims or losses, claimed by, accruing or resulting to any person, firm, or corporation during or as a direct or indirect consequence of the construction of the facilities and/or the events occurring on the subject property.

6. Liability Insurance. CONCESSIONAIRE agrees, at its own expense, to maintain in full force and effect a policy or policies of public liability insurance insuring CONCESSIONAIRE, and specifically naming COUNTY as a co-insured against liability for injury to persons and property and for death of persons arising from any accident, injury, or death resulting from any event referenced in Paragraph 5 of this Agreement. Each such policy shall be subject to approval by COUNTY as to form and insurer. The liability coverage under such insurance shall not be less than $300,000 for personal injury and death benefits, and for property damage, for any one event or occurrence. CONCESSIONAIRE shall provide COUNTY with certificates of all policies, including in each instance, an endorsement that such insurance shall not be

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cancelled without a minimum of ten (10) days' written notice to COUNTY.

7. Termination.

A. Either party may terminate this agreement upon written notice to the other party in accordance with the following minimums:

(1) With regard to Parcel 3 described in Exhibit A, a minimum of ninety (90) days.

(2) With regard to Parcel 2 described in Exhibit A, a minimum of one hundred fifty (150) days.

(3) With regard to Parcel 1 described in Exhibit A, a minimum of one hundred eighty (180) days.

B. If this agreement is terminated by either party prior to its term, and at the date of termination, CONCESSIONAIRE has substantially performed each and every thing called for herein to have been performed through and including the date of termination or the term of this agreement, CONCESSIONAIRE shall have the right to remove, at its sole cost and expense, all improvements then existing on the subject property, other than the water well and any paved parking facilities or permanent restroom facilities specifically treated in Paragraph 7.C. and 7.D. hereinbelow; provided, however, that all improvements affixed to the subject property after the last day of the minimum notice specified above for such termination notice, or after completion of the term of this agreement, shall become part of the real property and title to said improvements shall revert to and vest in the COUNTY or its successors; provided, further, the CONCESSIONAIRE shall remove said improvements in a good and workmanlike manner and shall leave the site in a safe, neat, and clean condition, free from waste and/or rubbish and suitable for other recreational uses; CONCESSIONAIRE agrees that said site work shall

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be done to the approval of the DIRECTOR or his successor.

C. If COUNTY terminates this agreement prior to its term, and at the date of termination CONCESSIONAIRE has substantially performed each and every thing called for herein to have been performed through and including the termination, CONCESSIONAIRE shall have the right to be reimbursed by COUNTY pursuant to the following amortization schedule for the actual costs to CONCESSIONAIRE of drilling the water well, including casing and bowls, and for the actual costs to CONCESSIONAIRE of purchasing improvements appurtenent to the water well then existing on the subject property, including pumps, pressure tanks, and piping, and for the actual costs to CONCESSIONAIRE of construction of any paved parking facilities and restroom facilities. Said amortization schedule shall be on a year-for-year prorated basis by multiplying the total cost incurred by CONCESSIONAIRE for construction of these improvements by a fraction, the numerator of which is the years remaining in the term, and that the denominator of which is 20. Hence, if COUNTY terminates this agreement during the first year immediately succeeding the date of its signature, and this paragraph is otherwise applicable, COUNTY shall reimburse CONCESSIONAIRE 20/20ths of these costs. If COUNTY terminates this agreement in the second year succeeding the date of its signature, and this clause is otherwise applicable, COUNTY shall reimburse CONCESSIONAIRE 19/20ths of these costs, and so forth.

D. If CONCESSIONAIRE terminates this agreement at any time during its term, title to all improvements installed by CONCESSIONAIRE on the site to that date, not otherwise removed as provided in Paragraph 7.B. above, be they real or personal, affixed or not affixed, specifically including any pumps, pressure tanks and other improvements appurtenent to the water well shall

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immediately revert to and vest in COUNTY and CONCESSIONAIRE shall perform all acts and pay all sums to effectuate said transfer of title.

E. Notwithstanding any other provision of this agreement in the event of CONCESSIONAIRE's default or breach of any of the covenants and undertakings contained herein, violation of any rule, regulation, or directive of the DIRECTOR, or violation of any term and condition of Exhibit A, COUNTY may terminate this agreement upon fifteen (15) days written notice and opportunity for hearing at its option utilize any and all other legal remedies available to it. In said event, title to all improvements then existing on the site specifically including pumps, pressure tanks and other appertinences to the well shall revert to and vest in COUNTY and CONCESSIONAIRE shall take such actions as it is required to take pursuant to Paragraph 7.C. above to effectuate transfer of title.

8. Possessory Interest. Notice is hereby given that this written contract may be one whereby a possessory interest subject to property taxation is created in a private party. Such property interest may be subject to property taxation if created, and the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest to the extent of such party's exclusive use of the subject property.

9. Subcontract or Assignment. CONCESSIONAIRE shall not voluntarily assign or encumber its interest in this concession or in the premises or contract any or all of the premises, or allow any other person or entity except CONCESSIONAIRE's authorized representatives to occupy or use all or any part of the premises without first obtaining COUNTY's consent. Any assignment, encumbrance or subcontract without COUNTY's consent shall be voidable and, at COUNTY's election, shall constitute a default. No consent to any assignment,

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encumbrance or subcontract shall constitute a further waiver of the provisions of this paragraph.

CONCESSIONAIRE may, however, permit use of said property by other similar organizations for the holding of such events, tests, trials, and competitions as are described in Paragraph 3.A. of this agreement. Such use shall be under the administration of CONCESSIONAIRE and shall conform to all rules, regulations, and limitations of this agreement. CONCESSIONAIRE shall provide for the presence of an authorized representative during the conduct of such events, tests, trials, and competitions as above described. CONCESSIONAIRE shall assume the responsibility to assure that the other organizations obtain and maintain in force liability insurance of equivalent coverage specifically naming CONCESSIONAIRE and COUNTY as insured. CONCESSIONAIRE may charge such fees for this use as are reasonably necessary for the maintenance of said property. In no event shall there be at any one time more than 300 people and 250 unpenned dogs on the grounds of subject property.

10. Conditional Limitations. Each term and each provision of this agreement performable by CONCESSIONAIRE shall be construed to be both a covenant and a condition. The terms of this concession are as stated herein and no other, different, or additional license or permit is granted hereby.

11. Construction. The marginal headings or titles to the paragraphs of this agreement are not a part of this agreement and shall have no effect upon the construction or interpretation of any part of this agreement.

12. Binding on Successors. The terms and provisions of this agreement shall be binding upon and inure to the benefits, heirs, executors, administrators, successors and assigns of CONCESSIONAIRE and COUNTY.

13. Waiver. One or more waivers by COUNTY of any covenant or condition

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shall not be construed as a waiver of any subsequent breach of the same or any other covenant or condition. COUNTY's consent to or approval of any act by CONCESSIONAIRE requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent to or approval of any subsequent similar act by CONCESSIONAIRE.

14. Modification. No modification of this agreement shall have any force or effect unless reduced to writing and subscribed to by authorized representatives of the parties hereto.

15. Notice. All notices and other mailing required or authorized by this agreement shall be deposited in the United States Mail, first class postage prepaid, and addressed as follows:

COUNTY:

Director of County Facilities and Grounds Maintenance
226 Fourth Street
Woodland, CA 95695

CONCESSIONAIRE:

Davis Dog Training Club, Inc.
c/o Diane Medlock
Route 3, Box 170B-6
Woodland, CA 95695

Service of said notices shall be deemed complete for all purposes, including calculation of time limitations, upon such mailing.

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immediately revert to and vest in COUNTY and CONCESSIONAIRE shall perform all acts and pay all sums to effectuate said transfer of title.

E. Notwithstanding any other provision of this agreement in the event of CONCESSIONAIRE's default or breach of any of the covenants and undertakings contained herein, violation of any rule, regulation, or directive of the DIRECTOR, or violation of any term and condition of Exhibit A, COUNTY may terminate this agreement upon fifteen (15) days written notice and opportunity for hearing at its option utilize any and all other legal remedies available to it. In said event, title to all improvements then existing on the site specifically including pumps, pressure tanks and other appertinences to the well shall revert to and vest in COUNTY and CONCESSIONAIRE shall take such actions as it is required to take pursuant to Paragraph 7.C. above to effectuate transfer of title.

8. Possessory Interest. Notice is hereby given that this written contract may be one whereby a possessory interest subject to property taxation is created in a private party. Such property interest may be subject to property taxation if created, and the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest to the extent of such party's exclusive use of the subject property.

9. Subcontract or Assignment. CONCESSIONAIRE shall not voluntarily assign or encumber its interest in this concession or in the premises or contract any or all of the premises, or allow any other person or entity except CONCESSIONAIRE's authorized representatives to occupy or use all or any part of the premises without first obtaining COUNTY's consent. Any assignment, encumbrance or subcontract without COUNTY's consent shall be voidable and, at COUNTY's election, shall constitute a default. No consent to any assignment,

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FILED

JUN 19 1981

PETER McNAMEE, Clerk

By Paula M Cooper, Deputy

AGREEMENT NO. 81-127

THIS AGREEMENT, dated this 16th day of June, 1981, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter "COUNTY", and Coates, Herfurth & England, Inc., a corporation, hereinafter "CONTRACTOR",

W I T N E S S E T H:

RECITALS:

1. COUNTY desires to have a study prepared regarding the relative pros and cons of withdrawal from the Social Security System.

2. CONTRACTOR has submitted a proposal to COUNTY entitled "Social Security-In or Out?" dated October 22, 1980, (hereinafter referred to as "PROPOSAL") which is incorporated by reference as if set forth at length herein.

3. In reliance on the PROPOSAL and the representations made therein, including CONTRACTOR's understanding of the contract requirements, the unique qualifications of the proposed project team, CONTRACTOR's technical approach, CONTRACTOR's proposed organization and management for the project, and related corporate experience, COUNTY desires to obtain CONTRACTOR's special expert services for the preparation of a report on the relative pros and cons of withdrawal from the Social Security System, and CONTRACTOR desires to provide such special expert services.

AGREEMENTS:

1. Work. CONTRACTOR, for and in consideration of the covenants, conditions, agreements and stipulations set forth in this Agreement, does hereby agree to furnish to COUNTY the certain services and materials described in PROPOSAL.

2. Date. CONTRACTOR shall commence the project on May 25,

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1981, and shall complete performance of all of its duties by October 1, 1981.

3. Licenses. CONTRACTOR shall secure and maintain throughout the term of this agreement all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for CONTRACTOR to practice the profession or to perform the expert professional services required in this agreement.

4. Standards. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All work products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a substantial first-class and workmanlike manner and conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

5. Personnel. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from COUNTY of the desire of COUNTY for the removal of such person or persons.

6. Assignment or Subletting. No performance of this Agreement or any portion thereof may be assigned or subcontracted by CONTRACTOR without the express written consent of COUNTY and any attempt by the CONTRACTOR to assign or subcontract any performance of this Agreement without the express written consent of COUNTY shall be null and void and shall constitute a breach of this

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Agreement. Whenever the CONTRACTOR is authorized to subcontract or assign, he will include all the terms of this Agreement in any such subcontract or assignment.

7. Exculpatory Clause. CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, agents and employees from and against all claims, demands, losses, damage, liability, costs and expenses of whatever nature, including court costs and counsel fees accruing or resulting to any person, firm or corporation who may be injured by CONTRACTOR in the performance of this Agreement.

8. Termination. COUNTY shall have the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days' written notice to CONTRACTOR. COUNTY shall also have the right to terminate this Agreement immediately for failure of CONTRACTOR to comply with the terms and conditions of this Agreement. In the case of early termination, a final payment will be made to CONTRACTOR upon receipt of a report covering compensation earned to termination. In the event of such immediate termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. The cost to COUNTY shall be deducted from any sum due CONTRACTOR under this Agreement, and the balance, if any, shall be paid to CONTRACTOR upon demand.

9. Records. CONTRACTOR shall maintain complete and accurate program and accounting records showing the services performed in connection with the performance of this Agreement, including working papers in any way associated with the performance of this Agreement and shall make such records available for inspection by authorized representatives of COUNTY at any reasonable time during the performance of this Agreement, and for a period of three (3) years from and after the date of final payment.

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10. Independent Contractor. It is specifically agreed that in the making and execution of this Agreement, CONTRACTOR and any agents and employees of CONTRACTOR, are independent contractors and are not and shall not be construed to be agents or employees of COUNTY and that CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY or to bind COUNTY to any obligation whatsoever.

11. Time. Time is of the essence of this Agreement.

12. No Alteration. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreement not incorporated herein shall be binding on any of the parties hereto.

13. Laws. CONTRACTOR shall comply fully with all applicable Federal, State, and local laws, ordinances, regulations, and permits. CONTRACTOR shall secure any new permits required by authorities having jurisdiction over the project and shall maintain any presently required permits.

14. Compensation. The consideration to be paid CONTRACTOR, as provided herein, shall be in compensation for all of CONTRACTORS expenses incurred in the performance hereof, including travel and per diem unless otherwise expressly so provided.

15. Payment. COUNTY, for and in consideration of its covenants, conditions, agreements, and stipulations of CONTRACTOR herein expressed, does hereby agree to pay a total compensation to CONTRACTOR the sum of Nine Thousand Five Hundred Dollars ($9,500). Payment shall be made after the completion and acceptance by the Board of Supervisors of COUNTY of each phase of the work to be performed by CONTRACTOR. CONTRACTOR agrees to perform the services required by the agreement in four phases. The phases and the compensation attributable

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to each phase are as follows:

Phase I Summarize the current retirement program and evaluate strengths and weaknesses of the plan. Compensation for this Phase shall be $5,500.00.

Phase II Provide retirement alternatives such as additional retirement benefits, deferred compensation, insurance, etc. as ultimately directed by the Advisory Committee. Compensation for Phase II shall be $1,400.00.

Phase III Prepare detailed analysis of the alternatives and costs involved based on different groups for employee. Compensation for Phase III shall be $1,850.00.

Phase IV Submit a final report containing recommendations regarding the possibility of withdrawal from Social Security to the Advisory Committee and the Board of Supervisors. Compensation for Phase III shall be $750.00.

Notwithstanding the foregoing, it is understood and agreed by the parties hereto that at the end of any of the above four phases the Board of Supervisors may, upon written notice to CONTRACTOR, stop the project and terminate this Agreement immediately. If such termination occurs, the fees for the balance of the phases will not be paid to CONTRACTOR.

It is also understood and agreed by the parties hereto that should CONTRACTOR be requested to provide services additional to those set forth in the proposal, CONTRACTOR shall be compensated in the manner provided on Page 19 of said PROPSAL; that is, $350.00 for each additional half-day meeting, and $65.00 per hour for each consulting actuary and $35.00 per hour for each staff member used for such additional work.

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IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto this day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Robert N. Black
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETER McNAMEE, CLERK

BY Paula M Cooper
DEPUTY

(SEAL)

COATES, HERFURTH & ENGLAND, INC.

BY Robert D. Davidson
REPRESENTATIVE

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS

Paula M Cooper
Deputy

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WOODLAND, CA 95695
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CROCKER NATIONAL BANK

AGREEMENT NO. 81-128

PAYSAFE AGREEMENT

FILED

JUN 23 1981

PETER McNAMEE, Clerk

By Paula McCoppin, Deputy

CROCKER NATIONAL BANK, a national banking association, ("Crocker") is a member of the California Automated Clearing House Association, a California not-for-profit association ("CACHA"). CACHA provides, through its members, an automated system for paying funds to, and collecting funds from, accounts of depositors at certain financial institutions. Crocker offers access to this system under its proprietary service mark, "Paysafe".

Yolo County ("Company") wishes to avail itself of Crocker's Paysafe service. Crocker and Company agree:

1. CACHA AUTOMATED CLEARING HOUSE RULES.

The Automated Clearing House Rules of CACHA ("Rules") as the same may be amended from time to time, are incorporated into, and made a part of, this Agreement by this reference. Company agrees to be bound by and to comply with the Rules insofar as said Rules may be applicable to Company or to any transaction contemplated under this Agreement. A copy of the Rules as presently in effect is attached as Exhibit A hereto.

2. INDEMNITY BY COMPANY.

Company will indemnify, hold harmless, defend and save Crocker from any claims, demands, liability, damage or expense of any nature whatsoever which Crocker may incur in connection with any entry or transaction initiated under this Agreement by reason of (1) Company's action in violation of; or (2) Company's omission to act in accordance with, this Agreement, the Rules or any applicable law or regulation.

3. WARRANTIES BY COMPANY.

For purposes of this Agreement, the term "entry" shall be deemed to include data input for entry.

Company warrants to Crocker respecting each entry transmitted by Company to Crocker hereunder that as of the time such entry is transmitted by Crocker to the Automated Clearing House, or, if the entry is to be credited or debited to a depositor of Crocker (an "on us entry") at the time such entry is processed by Crocker:

A. Each debit entry is for a sum due and owing to Company or for a sum specified by a customer of Company to be paid to Company.

B. Company has complied with the applicable requirements of Section II(C) or the Rules respecting each debit entry.

C. Each entry is timely, and in accordance with a customer authorization, as provided by the Rules, duly executed by the customer.

D. And at the time each entry is processed by Crocker or the Receiving Bank, such authorization has not been terminated by Company or by operation of law.

E. To the knowledge of Company, such authorization has not been revoked by the customer or terminated by an third party.

F. With respect to each customer of Company for which an entry is transmitted to Crocker, Company either (1) has received a Confirmation of Account executed by Crocker or the Receiving Bank, as appropriate in accordance with the Rules, or (2) has transmitted a Prenotification to Crocker or the Receiving Bank, as appropriate, in accordance with the Rules, and has not received a Prenotification Rejection Notice from Crocker or such Receiving Bank.

G. Company has complied with all other applicable requirements of the Rules and all relevant laws and regulations with respect to such entry and authorization.

4. COMPANY ACCOUNT; CHARGE BACKS.

A. Company will maintain a demand deposit account with Crocker ("Company Account"), in which Company shall maintain at least such balances as may be agreed from time to time as reasonably sufficient to cover entries processed and for performance of Company's obligations hereunder. Amounts collected by Crocker for Company pursuant to this Agreement shall be deposited in the Company Account. Company shall have the right to withdraw funds so collected only after and only to the extent that Crocker has received a settlement for entries which settlement has become final.

B. Company hereby authorizes Crocker to credit or debit to the Company Account the amount of any entry returned or charged back to Crocker pursuant to the Rules, the amount of any "on us" entry dishonored or returned by Crocker, and the amount of any "on us" entry as to which a depositor of Crocker has followed the procedure set forth in Section VIII(A) of the Rules.

5. PAYSAFE PROCEDURES.

A. Form of Entries. Entries transmitted by Company to Crocker pursuant to this Agreement shall conform to the specifications set forth in Paysafe Company Input Specifications, attached as Exhibit B hereto and incorporated herein by this reference. Crocker may amend such Specifications from time to time on at least thirty (30) days notice to Company.

B. Schedule for Processing of Entries.

i. Input and Change.

Entries transmitted by Company to Crocker shall be delivered to Crocker at the place and at or before the times specified in Paysafe Schedule, attached as Exhibit C hereto and incorporated herein by this reference. The time within which Company may make any correction or change in or deletion of any entry shall be the "Entry Revocation Cutoff" time specified in such Schedule.

ii. Return, Dishonor and Charge Back.

Notice of non "on us" entries returned to Crocker or charged back to Crocker pursuant to the Rules, and of "on us" entries returned or dishonored by Crocker, or as to which a depositor of Crocker has followed the procedure set forth in Section VIII(A) of the Rules, shall be given in accordance with the times specified for each in the Paysafe Schedule, Exhibit C hereto.

iii. Amendment.

Crocker may amend such Schedule from time to time on at least thirty (30) days notice to Company.

6. WARRANTIES OF CROCKER.

Crocker warrants that it shall process in accordance with this Agreement and the Rules, all entries which are transmitted to it by Company,

provided that such entries and the transmittal thereof by Company are in accordance with this Agreement and the Rules. The foregoing warranty states all warranties and representations made by Crocker in connection with this Agreement and transactions contemplated under this Agreement. Crocker hereby expressly disclaims any and all other or different warranties representations or guaranties, express or implied, oral or written, regarding its responsibility or liability for performance under this Agreement. Company agrees and acknowledges that Crocker shall have no liability whatsoever arising out of any action or omission to act by Crocker, Company or any third party in connection with this Agreement or any transaction contemplated under this Agreement except as provided in paragraph 4 and this paragraph 6.

7. AUTHORIZATION OF TRANSACTIONS BY SIGNATURES OR SIGNAL

Company shall provide, on forms supplied by Crocker, (a) certification of signatures of one or more persons authorized by Company (an "Authorized Person") to execute and transmit entries, pre-notifications, notices and other communications to Crocker on behalf of Company under this Agreement, and to accept entries, notices and other communications from Crocker on behalf of Company under this Agreement. The signatures of each Authorized Person shall be certified by the Secretary of Company, the due election, incumbency, identity and signature of whom shall be certified to Crocker by a certificate executed by another officer of Company; or (b) a work, or combination of letters or numbers, or both, whether in writing or in electronic form, established by Company as a symbol to be employed by Company in connection with transmissions of entries, pre-notifications, notices and other communications to Crocker on behalf of Company under this Agreement, and receipts of entries, notices and other communications from Crocker on behalf of Company under this Agreement (the "Authorization Signal"). The due authorization and continued effectiveness of the Authorization Signal shall be certified by the Secretary of Company, the due election, incumbency, identity and signature of whom shall be certified to Crocker by a certificate executed by another officer of Company. All entries, pre-notifications, notices and other communications by Company to Crocker shall be executed by, or accompanied by a transmittal letter or authorization executed by an Authorized Person, or accompanied by the Authorization Signal. Crocker is hereby authorized to act or refrain from acting on the signature of an Authorized Person. Crocker shall be entitled to rely on any writing bearing a signature believed by it to be that of an Authorized Person, and any such writing shall be deemed for purposes of this Agreement to have been executed by an Authorized Person. Crocker is also hereby authorized to act or refrain from acting on the communication of the Authorization Signal. Crocker shall be entitled to rely on any communication accompanied by what it believes to be the Authorization Signal, and any such communication shall be deemed for purposes of this Agreement to have been duly authorized by Company.

8. FEES AND CHARGES.

A. Schedule of Fees. Company agrees to pay Crocker fees and charges for services rendered by Crocker pursuant to this Agreement in accordance with the Paysafe Fee Schedule, attached hereto as Exhibit D and incorporated herein by this reference. Crocker may deduct the amount of such fees and charges each month from the Company Account.

B. Change in Fee Schedule. Except as otherwise provided in Exhibit D, Crocker may amend any part of said Fee Schedule by mailing written notice of any such amendment at least thirty (30) days prior to the effective date of such amendment. Such notice shall state the effective date of the amendment.

9. TERMINATION.

Either party may terminate this Agreement by delivering to the other party notice of such termination at least thirty (30) days prior to the effective date of such termination. Any obligation or liability arising prior to such termination shall continue and survive such termination.

10. NOTICE.

Any notice required or permitted to be given under this Agreement shall be in writing, and shall be delivered or sent by United States mail, postage prepaid, and, if to Crocker, addressed to:

Crocker National Bank
155 Fifth Street
San Francisco, California 94103
Attn: Paysafe Control

and, if to Company, addressed to:

Yolo County
Court House
Court Street, Woodland, CA 95695
Attn: Mr. John Dahler, Treasurer

or to such other address or person as either party from time to time may designate for receipt of notice by it. Any change in the address to which or the person to whom notice is to be directed will be effective only as to notices dispatched by a party after such party actually receives notification of the change.

11. GOVERNING LAW.

This Agreement shall be governed for all purposes by and construed in accordance with the local laws of the State of California.

12. ENTIRE AGREEMENT.

This Agreement embodies the entire understanding and agreement of the parties with respect to the provision of Paysafe services by Crocker to Company. This Agreement may be amended only in accordance with its terms, or by a writing signed by both parties.

Dated: June 23, , 1981.

APPROVED AS TO FORM
CLIFFORD P. FAIRCH
COUNTY COUNSEL

By _____
Deputy County Counsel

CROCKER NATIONAL BANK

By Alex L. Cooper

Title Assistant Vice President

_____
(Company)

By _____

Title Chairman, Yolo County Board of Supervisors

ATTEST: PETER McNAMEE, COUNTY CLERK

By _____
Deputy

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS

_____
Deputy

06-7827 (Rev. 5-78)

EXHIBIT C

PAYSAFE SCHEDULE

CROCKER NATIONAL BANK

Except as otherwise provided herein, definitions of terms, contained in Section I and in Appendix A of the Rules, apply to this Schedule.

"Day" means any day Crocker is open to the public for carrying on substantially all of its banking functions.

"Banking Day" as defined in the Rules includes "Posting Day".
0-1 (2,3) refers to the number of banking days prior to Posting Day;
0+1 (2,3) refers to the number of banking days following Posting Day.

"Posting Day" is the day on which all entries on a Company File are intended to be posted to accounts at Receiving Banks (including Crocker in the case of "on us" entries).

"Entry Revocation Cutoff" refers to the deadline for notifying Crocker of any entry or entries Company wishes to have deleted from its Company file or corrected or changed.

"File Correction Cutoff" refers to the deadline by which Crocker must have received from Company all information and authorization necessary for Crocker to correct, to the extent it can, errors Crocker has discovered in the Company File and has reported to Crocker.

"Special Entry Cutoff" refers to the deadline by which Company Express must deliver a file to Crocker with no provisions for entry deletion, correction or change.

"NCOC" means 155 Fifth Street
San Francisco, Calif. 94103

Attn: Paysafe Control

The deadline for the return or sending notice of dishonor of any entry by Crocker shall be as follows:

DAY	TYPE OF ENTRY
0+2	"On us"
Day following receipt of returned entry by Crocker as provided in Section VII of the Rules.	Non "On us"

The deadline for sending notice of charge back of any entry shall be as follows:

DAY	TYPE OF ENTRY
Day following receipt by Crocker of written representation by a Crocker depositor that a debit entry was in error, in accordance with Seciton VIII(A) of the Rules.	"On us"
Day following receipt by Crocker of an adjustment memorandum from a Receiving Bank, in accordance with Section VIII(A) of the Rules.	Non "On us"

PAYSAFE SCHEDULE

DAY	TIME	EVENT
0-3	0900	Normal Entry Cutoff: Company will deliver tape, transmittal letter and detail listing to NCOC.
0-2	0900	Crocker will notify Company if either the file cannot be processed or if there are any rejected entries.
0-2	1000	Entry Revocation Cutoff: Company will notify NCOC of any entry or entries Company wishes to have deleted from its Company file, or corrected or changed.
0-2	2100	Special Entry Cutoff: Deadline by which Company must deliver a file to NCOC with no provisions for entry deletion, correction or change.
0-2	2300	Crocker will notify Company if a tape delivered under the special entry deadline cannot be processed or there are any errors in it.
0-2	2000	File Correction Cutoff.
0	0900	Crocker will notify Company of entries rejected by Automated Clearing House.
0		Posting Day.

EXHIBIT D

PAYSAFE FEE SCHEDULE

For the first 90 days after the date of this Agreement, Crocker will charge Company for Paysafe services under this Agreement at the following rates: $ .025 for each Paysafe ~~xxxxxxx~~ credit and $25.00 minimum per tape file. Thereafter, Crocker may change the fees and charges for either credit or debit entries on at least 30 days advance notice to Company. Credit against the amount of such fees and charges shall be given by Crocker based upon a periodic analysis of the Company Account, using Crocker's usual method and formula. Company shall pay Crocker promptly the sum, if any, by which such fees and charges exceed such credit.

SIGN COPY TO BE SIGNED AND RETURNED, PLEASE

GROUP MEDICAL AND HOSPITAL SERVICE AGREEMENT
FACE SHEET - PAGE TWO

AGREEMENT NO. 81-129

AMENDMENTS AND ADDITIONAL PROVISIONS:

Group No. 61-1030 (PERS Retirees)

See attached "Special Amendment Relating to Retired Public Employees".

RETIREES

FILED
JUN 26 1981
PETER McNAMEE, Clerk
By Paula M Cooper Deputy

COVERAGE: All Subscribers have " S " Coverage. All Family Dependents have " S " Coverage.
MONTHLY PAYMENTS: The monthly payments per Family Unit required under this Agreement are:

		Total
Basic Rate Structure		
Subscriber	$ 41.05	$ 41.05
Subscriber with one Family Dependent	Add $ 41.05	$ 82.10
Subscriber with two or more Family Dependents	Add $ 36.55	$ 118.65
Variables to Basic Rate Structure		
For each dependent child age 19 to 24 in a family of four or more Members	Add $ 20.53	
For each Member age 65 or older who is (a) not entitled to benefits under Part B of Medicare, or (b) entitled to benefits under Part B of Medicare but has not assigned such benefits to Health Plan	Add $ -0-	
For each Member (up to 3 per Family Unit) entitled to benefits under both Parts A and B of Medicare who has assigned Part B benefits to Health Plan:		
Subscriber	Subtract $ 12.18	
Subscriber's spouse (or child if there is no spouse)	Subtract $ 12.18	
Other Family Dependents	Subtract $ 7.68	

LIMIT ON SUPPLEMENTAL CHARGES for calendar year 1981:

For one Member of a Family Unit	$ 445.00
For two Members of a Family Unit	$ 890.00
For three or more Members of a Family Unit	$ 1,280.00

OPEN ENROLLMENT PERIOD: Applications made during the Open Enrollment Period None. Transfers provide coverage effective only

Date Accepted June 23, , 19 81

Executed at Oakland, California to take effect as of July 1, 1981

Group YOLO COUNTY

Auditor's Office
Court House
Woodland, CA 95695

APPROVED AS TO FORM April 15, 1981
CHARLES R. MACK
COUNTY COUNSEL

By: Robert M Blank
DEPUTY COUNTY COUNSEL
Group Representative Chairman, Board of Supervisors

KAISER FOUNDATION HEALTH PLAN, INC.,
A California nonprofit corporation
By: William Kane
Authorized Representative, Northern California

ATTEST: PETER McNAMEE, COUNTY CLERK
By: Paula M Cooper Deputy

861 SS P/R MAT MH-C dr3 dep9+ M/R 28.87
KB

BOOK

COUNTY OF YOLO

Subgrant Signature Sheet

Title VII PSIP

Agreement/ Subgrant No. 81-130

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	State of California Employment Development Department

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and The Employment Development Department hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

AUG 4 1981

PETE E. LUCAS Clerk of the Board

By Anna M. Gabram, Deputy

PROGRAM :	PSE Re-Employment/Placement Center
MAILING ADDRESS :	114 West Main Street
CITY & STATE :	Woodland, CA 95695
PHONE :	(916) 662-8081
PROGRAM DIRECTOR :	Roger Baldwin

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on June 01, 1981

The term of the SUBGRANT shall end on September 30, 1981

The total amount of the SUBGRANT is $8,607

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature: Maurice C. Roberts	By Signature: Robert N. Black
Name and Title: MAURICE C. ROBERTS, Administrator, Northern Region	Name and Title: Robert N. Black, Chairman, Yolo County Board of Supervisors
Date: July 15, 81	Date: JUN 23 1981

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of June 1981, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the State of California Employment Development Department hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 676 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Providing job training and employment opportunitites for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

   (e) Advising all participants of their rights and responsibilities

prior to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR § 676.83, 676.84, and 676.86;

(f) Making maximum efforts to achieve the provision of the plan.

2. The State of California Employment Development Department is by virtue of this agreement a SUBGRANTEE of Yolo County under CETA, within the jurisdiction of Yolo County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 679 and 680

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Code of Federal Regulations - 5 CFR Part 900

(f) CFR Assurances and Certifications

(g) Exhibit A - CETA Affirmative Action Plan

(h) Narrative

(i) Special Provision

(j) Operating Budget

(k)

(l)

(m)

(n)

(o)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin June 01, 1981, and shall end September 30, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $8,607, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

subgrant, inculding the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any upaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all otherpertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b), all costs incurred by PRIME SPONSOR based upon representations of SUBGRANTEE, including but not limited to situations where PRIME SPONSOR pays wages, allowances, or other benefits to participants or other contractors based on SUBGRANTEE's reporting of hours worked, training attended, or services provided, and (c) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U.S. Department of Labor, including but not limited to to CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' particpation in a CETA program

shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the general government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual." Except in a case where a fixed unit cost for reimbursement is specified in this SUBGRANT as the method for reimbursement.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, supportive services,

classroom training costs, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT. The SUBGRANTEE also understands and agrees that the PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives has the right to make unannounced visits to the SUBGRANTEES facilities to observe, audit and/or monitor all conditions and activities involved in the performance of this agreement.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension or Disallowance of Payments

PRIME SPONSOR may at any time elect to disallow cost of SUBGRANTEE in while or part or to demand repayment under this Agreement in the event of any of the following occurrences to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this Agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

The PRIME SPONSOR may further elect to offset against or suspend payment in the event any of the occurrences listed above in items 6.(a) through 6.(f) is confirmed by the U. S. Department of Labor's Region IX Employment and Training or by the Region IX Office of the Inspector General or by an independent auditor.

7. Waiver of Statute of Limitations

The County of Yolo is subject to fiscal and compliance audits required by the U. S. Department of Labor which include the performance of SUBGRANTEE under this subgrant, and the County of Yolo may incur liability to the U. S. Department of Labor for the SUBGRANTEE's performance of this subgrant. Past experience indicates that controversies with the U. S. Department of Labor may not be resolved within the period of the statute of limitations on actions by County of Yolo against subgrantee arising out of subgrantee's performance or non-performance of and compliance with the terms of this subgrant. In consideration of the promises of the County of Yolo herein, SUBGRANTEE promises not to plead the statute of limitations in any action brought against it by the County of Yolo arising out of this subgrant or its performance or non-performance or compliance with its terms or conditions, and subgrantee agrees that it shall and hereby does waive any defense that it may have against such suit by virtue of any statue of limitations; provided, however, that such suit shall be brought, if at all, on or before the expiration of two years after final determination of any controversy between the County of Yolo and the U. S. Department of Labor (including any litigation arising therefrom), and further provided that such suit shall be brought, if at all, on or before the expiration of four years after the statute of limitation otherwise

prescribed by law.

8. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR terminate this SUBGRANT.

9. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clasue

(a) In contemplation of the provisions of Section 895.4, California Government Code, each party hereto agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from the acts or omissions of

the indemnifying party.

(b) (1) SUBGRANTEE will indemnify the PRIME SPONSOR for any repayment of funds made by the PRIME SPONSOR to the United States Department of Labor at the request of the GRANT OFFICER after determination that such repayment is required from the PRIME SPONSOR due to disallowed expenditures by SUBGRANTEE. The GRANT OFFICER's determination as to the necessity for any such repayment shall be conclusive as between the PRIME SPONSOR and SUBGRANTEE unless set aside by a court of competent jurisdiction in accordance with 29 United States Code Section 817(b) (Section 197(b) of the Comprehensive Employment and Training Act Amendments of 1978).

(2) When the GRANT OFFICER makes an initial determination as specified by 20 CRF Section 676.88(a), to disallow a cost against PRIME SPONSOR that may result in a cost being disallowed against SUBGRANTEE, PRIME SPONSOR shall notify SUBGRANTEE and offer SUBGRANTEE the opportunity to participate in the dispute resolution process contained in Subpart F of 20 CRF Part 676. If SUBGRANTEE declines to contest the GRANT OFFICER's initial determination, PRIME SPONSOR shall not be obligated to appeal the GRANT OFFICER's final determination.

(c) If the PRIME SPONSOR makes a determination that a cost incurred by SUBGRANTEE is disallowed, SUDGRANTEE shall indemnify PRIME SPONSOR for such cost when the disallowance becomes final with the meaning of Subpart F - Complaints, Investigations and Sanctions of 20 CFR Part 676.

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11. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working contitions, discripline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

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(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE Under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.' '.

12. Monthly Report

Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

13. Procedures for Correction Action

(a) Whenever the PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the PRIME SPONSOR may order corrective action.

(b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE a written notice setting forth the nature of SUBGRANTEE's non-compliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the PRIME SPONSOR for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the PRIME SPONSOR may recommend that the Governing Body terminate this SUBGRANTEE.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the PRIME SPONSOR shall be empowered, without consultation with the Governing Body, but with confirmation by the U. S. Department of Labor's Region IX Employment and Training or by the Region IX Office of the Inspector General to suspend or delay any and all payments under this SUBGRANT until such failure is rectified or the PRIME SPONSOR may recommend that the Governing Body terminate this SUBGRANT.

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14. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.

(b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

15. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP. SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this secion shall apply.

(c) SUBGRANTEE shall make quarterly reports on the expenditure of this

income on forms which indicate balance of program income carried forward, program income of report quarter, expenditures of program income, and quarter end balance.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

16. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

17. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

18. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to

authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

19. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial

perface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the United States Federal Department of Labor. YOLO COUNTY and the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under TITLES II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE understands that all personnel policies and practices shall be subject to validation in accordance with the Federal Uniform Guidelines on Employee Selection procedures dated August 25, 1978.

22. Assignments and Subletting

No performance of this agreement or any portion thereof may be assigned or subcontracted by SUBGRANTEE without the express written consent of the PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign or subcontract any performance of this agreement without the express written consent of the PRIME SPONSOR or his designee shall be null and void and shall constitute a breach of this agreement. Whenever

the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

23. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

24. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

25. Successors

This SUBGRANTEE shall bind and inure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

26. Clear Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

27. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuent hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

(a) All employees of SUBGRANTEE are covered by Harford Accident and Indemnity Company Bond No. 5002495 in the amount of $50,000 per employee per loss with a deductible of $2,500.

(b) If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event, the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) SUBGRANTEE maintains a self-insured plan for general liability pursuant to Title I, Division 3.6 (commencing with Section 810) of the California Government Code for workers' compensation insurance pursuant to agreement with the California Workers' Compensation Insurance Fund and for automobile liability under a master policy for the State of California pursuant to Division 9, Chapter 1 (commencing with Section 17000) of the California Vehicle Code.

(b) If the coverages in (a) above cease to be applicable during the term of this agreement, SUBGRANTEE shall immediately notify PRIME SPONSOR and will secure equivalent coverage unless this requirement is waived by PRIME SPONSOR.

33. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

34. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. Wherefore, the parties have executed this SUBGRANT No. 81-130.

35. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are attached hereto and incorporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

Robert N Black

(Signature of Authorized Officer)

Robert N. Black, Chairman
Yolo County Board of Supervisors

(Title of Authorized Officer)

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

Clerk
BOARD OF SUPERVISORS
Irma M. Briones
Deputy

State of California
Employment Development Department

(Legal Name of SUBGRANTEE)

Maurice C Roberts

(Signature of Authorized Officer)
MAURICE C. ROBERTS
Administrator, Northern Region

July 15 1981
(Date)

(Title of Authorized Officer)

FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 680; 41 CFR, Part 20-70; and 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 20-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

State of California
Employment Development Department
Name of Subgrantee

Authorized Signature
MAURICE C. ROBERTS
Administrator
Northern Region

July 28, 81
Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:

   a. It will comply wity the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and Pl 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.

   c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.

   d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).

   e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.

   f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

   g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.

   i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a sub-contractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:

a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.

b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).

g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts. and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(i)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the appliable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary whall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

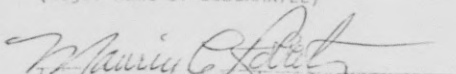
x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

State of California Employment Development Department
(Legal Name of SUBGRANTEE)

July 15 19 81
(Date)


(Signature of Authorized Officer)

MAURICE C. ROBERTS
Administrator Northern Region
(Title of Authorized Officer)

EXHIBIT A

CETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

AFFIRMATIVE ACTION PLAN

Approved By:

Board of Supervisors

of the County of Yolo

July 31, 1979

POLICY STATEMENT

ENGLISH & SPANISH

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.

B. Establish a monitoring system of all employment practices related to the employment of women and minorities.

C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.

D. Insure that all employees have equal opportunities and equal treatment.

E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.

F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

Date:_____

ROBERT N. BLACK
Chairman
Yolo County Board of Supervisors

Date:_____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objectivo de ésta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitative y empleo a todas las personas basandose en sus méritos y aptitud; el prohibor la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliacion política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén respresentados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada pro el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las accions especificas requeridas por esta plan incluiran:

A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.

B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.

C. Establecer objetivos específicos, guías y registros para asi determinar el éxito o la falla en el cumplimiento de las leyes que prohiben la discriminacion.

D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.

E. Asegurar que se apliquen medidas disciplinaries en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.

F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientatdos a las minorias y mujeres y asi mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sico delegada al Administrador Ejecutive, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

ROBERT N. BLACK
Mesa de Supervisores, Condado de Yolo

Fecha: _____

Fecha: _____

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

ROLES AND RESPONSIBILITIES

General guidelines for implementation of the Affirmative Action Program of the County of Yolo Employment and Training Administration (herein referred to as Agency) have been established within the existing organizational structure. They outline the roles and responsibilities at various levels of the program.

A. The County Administrative Officer

The primary responsibility for the Affirmative Action Program rests with the County Administrative Officer, but an Affirmative Action Officer is appointed to administer the Affirmative Action Program. The Affirmative Action Officer will report to the County Administrative Officer. The Affirmative Action Officer for the County of Yolo Employment and Training Administration shall be the Affirmative Action Officer for Yolo County.

B. Affirmative Action Officer

The Affirmative Action Officer is required to:

1. Advise the County Administrative Officer on the preparation of plans, procedures, regulations, reports and other matters pertaining to the agency's EEO Program.

2. Evaluate quarterly the sufficiency of the agency's EEO Program and submit evaluations to the County Administrative Officer with recommendations for improvement or correction, including recommendations for remedial or disciplinary action of managerial or supervisory employees who have failed in their responsibilities under the EEO Program.

3. Propose changes in YCETA programs and procedures to eliminate discriminating practices and improve the EEO Program.

4. Provide a system for counseling an aggrieved employee or applicant for employment who believes that he/she has been discriminated against because of age, sex, race, national origin, religion, beliefs, mental or physical handicap or political affiliation and attempt to resolve informally the matter raised by the aggrieved person.

5. Have written documentation that sub-grantees and contractors are aware of YCETA's Affirmative Action Program and have specific staffing and service goals they must attain in furtherance of this overall program (see Attachment I).

ATTACHMENT 1

Instructions for Subgrantees & Contractors in complying with Affirmative Action Plan

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

TO: ALL YCETA SUB-AGENTS

FROM: YCETA AFFIRMATIVE ACTION OFFICER

SUBJECT: AFFIRMATIVE ACTION PROGRAM AS SPECIFIED IN SUBCONTRACT

In accordance with the above reference, all County of Yolo Employment and Training Administration Program Agents and Sub-Contractors are required to submit Affirmative Action Plans and Grievance Procedures which will be in accordance with DOL and CETA regulations. These plans must meet the specific staffing and service goals in furtherance of YCETA's Affirmative Action Plan. Enclosed you will find YCETA's Affirmative Action Plan. It is requested:

1. That you read YCETA's Affirmative Action Plan and sign the enclosed for testifying to the fact that you are willing to aid us in compliance.

2. That you submit an Affirmative Action Plan for your staff and program participants.

3. That you make an Affirmative Action Report on your staff and participants on a quarterly basis (form enclosed).

I. COMPLIANCE STATEMENT

I, MAURICE C. ROBERTS, AM RESPONSIBLE FOR THE

State Employment Development Department AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL COMPLIANCE OF THE PLAN.

Maurice C. Roberts

SIGNATURE OF THE PERSON RESPONSIBLE

NARRATIVE

I. GENERAL OVERVIEW:

With the proposed elimination of the Public Service Employment (PSE) program funded under CETA Titles IID and VI, the Yolo County Manpower Division anticipates that approximately 100 PSE participants will become unemployed in the County between June 1, 1981 and September 30, 1981. The Department of Labor has urged local prime sponsors to make every effort to assist unemployed PSE participants in securing unsubsidized, private sector employment.

Through a coordinated effort between the State Employment Development Department (EDD), the Yolo County Prime Sponsor and the Yolo County Private Industry Council, the Placement Center has been established to assist unemployed PSE participants to obtain private sector employment. The center houses two staff persons, one from the prime sponsor and one from EDD. Job orders will originate from two distinct sources: EDD's Job Bank and a PIC funded marketing campaign. Participants utilizing the services of the Placement Center will be registered for referral to Job Bank orders, assessed for skills, abilities and employment goals, and referred to job openings that match the individual assessment results. The Placement Center will also provide individual job development on an "as-needed" basis.

II. PURPOSE:

By September 30, 1981, the Placement Center will provide Job-Bank registration, assessment, counseling on job hunting techniques referrals to private sector job openings for approximately 100 terminating CETA Title IID and VI PSE participants.

III. PROGRAM DESIGN:

This section provides a brief outline of the program stipulations applicable to the Placement Center.

A. Organizational Relationships

- The Yolo County Private Industry Council, through the Prime Sponsor, will provide the funds necessary for the purposes of this contract (see attached budget).
- The Yolo County Manpower Division will utilize existing facilities, staff and support services for the purposes of this contract.
- The Placement Center will be established in the existing Prime Sponsor offices in Broderick, California (East Yolo).
- The Placement Center will be staffed by one EDD Job Bank specialist and one prime sponsor services staff.
- Staff will be of a full-time nature for the duration of this contract.

B. Organizational Responsibilities

1. Prime Sponsor

- The prime sponsor will provide, in relation to this contract, all physical facilities necessary for the successful operation of the Placement Center (including clerical support and communications).

- The prime sponsor will provide one full-time staff person who will work in conjunction with the EDD staff person at the Placement Center.

- The prime sponsor will be responsible for initiating PSE referrals to the Placement Center.

- The prime sponsor will coordinate an area wide print-media and circular marketing campaign for the solicitation of job orders from private sector employers.

- The prime sponsor will be responsible for the evaluation of the Placement Center's effectiveness.

2. Employment Development Department (EDD)

- EDD will provide, under the terms of this contract, one full-time Job Bank/Employment Specialist who will work in conjunction with the prime sponsor staff person at the Placement Center.

- EDD will also insure that their staff person in the Placement Center will provide individual job development.

- EDD will equip the Placement Center with their Job Bank to be used for CETA job referrals.

- The EDD Job Bank Specialistist will register all CETA participants coming into the Placement Center as looking for work.

- The EDD Job Bank Specialist will complete an EDD work application for all CETA participants coming into the Placement Center.

- The EDD Job Bank Specialist will conduct a general employment assessment on all CETA participants registered in the Placement Center.

- The EDD Job Bank Specialist will assign each CETA participant a Dictionary of Occupational Titles (DOT) code number which will be based on skills identified in the assessment process.

C. Procedural Stipulations

1. Referral to Placement Center - Manpower Division services staff will refer job ready participants to the Placement Center by forwarding the participant's file.

2. Assessment - Placement Center staff will assess the participant's skill level, previous work history, work habits, and potential to succeed. Each participant will then be assigned the DOT code which best represents their skills.

3. Job Orders -

    a. Job orders will originate from three primary sources: 1) EDD Job Bank, 2) PIC marketing campaign, and 3) job development efforts by Placement Center staff.

    b. Job orders originating from the prime sponsor marketing campaign will be entered in the EDD Job Bank when no potnetial referrals are available in the Placement Center.

4. Job Referral -

    a. The job referral process will be implemented through the coordinated efforts of the prime sponsor and EDD staff members.

    b. PSE participants will receive first priority for referral to job openings through the Job Bank on in-house orders.

    c. Second priority for referral will be offered to other CETA participants as well as EDD clients seeking unsubsidized employment.

    d. All pertinent job bank information will be shared by the Placement Center staff to the legal extent possible.

5. Job Development -

    a. Individual job development will be accomplished through direct personal contact with employers and/or telephone solicitation.

    b. Both the prime sponsor and the EDD staff members will provide job development. Division of job development case load will be by mutual agreement.

IV. OBJECTIVES--CLIENT REGISTRATION

1. By June 30, 1981, the Placement Center will register 50 PSE participants for Job Bank Referrals.

2. By July 31, 1981, the Placement Center will register 50 PSE participants for Job Bank referral.

3. The Placement Center will make 40 job referrals per month.

4. Efforts will be made to refer each participant to a minimum of two jobs during their period of registration with the Placement Center.

5. Placement Center staff will perform individual, job development with private sector employers on an as-needed basis.

V. PROGRAM REPORTING

A. Billing

By the tenth day of each month, EDD will submit an invoice for costs accrued in the previous month. The invoice will be prepared on forms supplied by the Manpower Division and itemize costs as they are shown on the subcontract budget.

B. Program Keeping and Reporting

1. Both Placement Center staff members will record participant contacts in the participant file. Information will be recorded in a timely manner so that files are kept current.

2. The Placement Center staff will maintain logs developed by the Manpower Division which list the participants referred, services provided each and the result.

3. The Placement Center staff will submit a biweekly report to the Manpower Director summarizing the activity. The format for this report will be prepared by the Manpower Division.

VI. Evaluation

The prime sponsor will be responsible for all monitoring and evaluation of the Placement Center.

Special Provision

"EDD salary and fringe benefit amounts specified within the attached budget are based upon an estimated rate for the length of this subgrant. Because it is within the discretion of the Governor and legislature to establish salary and fringe benefit rate increases, charges to the prime sponsors will be based on the actual salary and fringe benefit rates."

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

Clerk
BOARD OF SUPERVISORS
Anna M. Galvan
Deputy

COUNTY OF YOLO, PRIME SPONSOR

Robert N Black
(signature of Authorized Officer)

ROBERT N. BLACK, Chairman
Yolo County Board of Supervisors

State of California Employment Development Dept.
(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

MAURICE C. ROBERTS ~~David Lindelof~~ Administrator
Northern Region

(Title of Authorized Officer)

_____ 19__
(Date)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VII PSIP

CONTRACT NO.

[X] ORGINAL [ ] REVISION NO.

DATE June 01, 1981

Subgrantee Name and Address:

State Employment Development Department
114 West Main Street
Woodland, CA 95695

Contact Person: Roger Baldwin
Phone (916) 662-8081
Period: From 6-01-81 To 9-30-81
Program Name: East Yolo Placement Center

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.									
NOV.									
DEC.									
JAN.									
FEB.									
MAR.									
APR.									
MAY									
JUNE	47				2,104				2,151
JULY	47				2,104				2,151
AUG.	47				2,104				2,151
SEPT.	47				2,107				2,154
TOTAL	188				8,419				8,607

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.								
APR.								
MAY								
JUNE	47					2,104		2,151
JULY	47					2,104		2,151
AUG.	47					2,104		2,151
SEPT.	47					2,107		2,154
TOTAL	188					8,419		8,607

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

MAURICE C. ROBERTS
Northern Region Administrator
Name and Title of Authorized Official

Maurice C. Roberts
Signature

For CETA Approval Only:

Shannon Hanson
Fiscal Officer — 2-2-81 Date

Margaret J. Sheldon
CETA Director — 2/2/81 Date

YC 105 (10-79)

SUBGRANTEE'S NAME AND ADDRESS

State Employment Development Department
114 West Main Street
Woodland, CA 95695

OPERATING BUDGET
CONTRACT NO. _____

ADMINISTRATION	TOTAL	OCT	NOV	DEC	JAN
INDIRECT COST	188	--	--	--	--
SALARIES & WAGES					
FRINGE BENEFITS					
FICA					
Workers' Compensation					
Retirement					
Health & Life Insurance					
Unemployment Compensation Insurance					
TRAVEL/TRAINING					
Mileage Reimbursement					
Out-of-Town Travel/Training					
CONSULTANT & PROFESSIONAL SERVICES					
Bookkeeping					
Legal					
Program Technical Assistance					
SPACE COST					
Rental of Land & Buildings					
Utilities					
Janitorial Services					
Repairs to Buildings					
CONSUMABLE SUPPLIES					
Office Supplies					
Cleaning & Janitorial Supplies					
COMMUNICATION COST					
Telephone & Telegraph					
Postage					
OTHER COST					
Photocopy & Xerox					
Rental - Office Equipment					
Maintenance & Repair - Equipment					
Fiduciary & General Insurance					
EQUIPMENT					
Office Equipment					
Office Furniture & Fixtures					
TOTAL	188	--	--	--	--

ADMINISTRATION

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

State Employment Development Department

114 West Main Street

Woodland, CA 95695

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
--	--	--	--	47	47	47	47
--	--	--	--	47	47	47	47

SUBGRANTEE'S NAME AND ADDRESS

State Employment Development Department
114 West Main Street
Woodland, CA 95695

OPERATING BUDGET
CONTRACT NO. _____

SERVICES TO CLIENTS	TOTAL	OCT	NOV	DEC	JAN
ALLOWANCES					
Basic					
Dependents					
Incentive					
Other Additional					
FRINGE BENEFITS					
Health-Accident Insurance					
SERVICES					
Staff Salaries	6,261	--	--	--	--
Staff Fringe Benefits	1,973	--	--	--	--
Staff Travel	185	--	--	--	--
Special Program Technical Assistance					
Space Cost					
Supplies					
Telephone					
Transportation					
Child Care					
Medical Assistance					
Rent Assistance					
Bonding Assistance					
Rental - Equipment					
Office - Equipment					
Unclassified Services Cost					
TOTAL - SERVICES TO CLIENTS	8,419	--	--	--	--

YC 104e (revised 10/79)

SERVICES TO CLIENTS

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

State Employment Development Department

114 West Main Street

Woodland, CA 95695

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
--	--	--	--	1,565	1,565	1,565	1,566
--	--	--	--	493	493	493	494
--	--	--	--	46	46	46	47
--	--	--	--	2,104	2,104	2,104	2,107

YC 104e (revised 10/79)

STANDARD AGREEMENT — STATE OF CALIFORNIA
STD. 2 (REV. 11/75)

APPROVED BY THE ATTORNEY GENERAL

STATE AGENCY
DEPT. OF GEN. SER.
CONTROLLER

(15)

AGREEMENT NO. 81-131

THIS AGREEMENT, made and entered into this 1st day of May, 1981, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

P.C. 801 DOE RV

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Director	Employment Development Department California State Office of Economic Opportunity	8100 - 2485 Am. 1

hereafter called the State or CSOEO, and Economic Opportunity Commission of Yolo County

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Amendment No. 1

That agreement pertaining to a Low-Income Weatherization Program, entered into on January 26, 1981, is hereby amended as follows:

APPROVED AS TO FORM
CHARLES D. MACK
COUNTY COUNSEL
By Robert D. Roth
DEPUTY COUNTY COUNSEL

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: Employment Development Department California State Office of Economic Opportunity	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.) Economic Opportunity Commission of Yolo County
BY (AUTHORIZED SIGNATURE) ▷	BY (AUTHORIZED SIGNATURE) ▷
TITLE Director, CSOEO	TITLE Audrey L. Smith, Executive Director
	ADDRESS 442 College Street, Woodland, CA 95695

Department of General Services Use ONLY

AMOUNT ENCUMBERED $	APPROPRIATION		FUND	
UNENCUMBERED BALANCE $	ITEM	CHAPTER	STATUTES	FISCAL YEAR
ADJ. INCREASING ENCUMBRANCE $	FUNCTION			
ADJ. DECREASING ENCUMBRANCE $	LINE ITEM ALLOTMENT			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO. | B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER ▷ | DATE

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1301 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICIAL DESIGNATED BY HEAD OF AGENCY ▷ Robert N Black | DATE

Approved Yolo County Board of Supervisors — Robert N. Black, Chairman

Yolo

1. In Article 8, the June 30, 1981 termination date is changed to December 31, 1981.

2. In Article 9, the Budget is changed to include an increase of $30,000 which brings the new total to $ 50,000 as specified in the revised Budget marked "Revised 5/81", attached hereto as Attachment A and incorporated herein by reference.

3. The following paragraph is added to Article 10.B: Contractor shall attach to each CSOEO Form 050, a completed CSOEO Form 049, Labor Charge Detail, attached hereto as Attachment F and incorporated herein by reference.

4. In the second paragraph of Article 10.B, second sentence, insert the words "original (white) copy" between the words "the" and "supporting".

5. In Article 10.C, the two five percent figures are changed to 5.4 percent.

6. Article 10.E is added as follows: In compliance with the Office of Management and Budget Circular A-110, Contractor shall report monthly, on CSOEO Form 050, the amount of interest earned on funds under this agreement, Contractor shall remit interest earned to the U.S. Department of Energy, attention Finance Officer, 333 Market Street, San Francisco, CA 94105. The check shall be made payable to the U.S. Department of Energy and shall be accompanied by Attachment G , attached hereto and incorporated herein by reference.

7. The figures in Article 11A (1) are changed to read as follows:

Family Size	Non-Farm Family	Farm Family
1	$ 5,388	$ 4,600
2	7,113	6,063
3	8,838	7,525
4	10,563	8,988
5	12,288	10,450
6	14,013	11,913

(For family units with more than 6 members, add $1,725 for each additional member in a non-farm family and $1,463 for each additional member in a farm family).

8. In the first paragraph of Article 11.A (2) insert the word "entire" between "the" and "12".

9. In the second paragraph of Article 11.A (2) insert the words "fully completed" between the words "a" and "Low-Income".

10. The second sentence of the second paragraph of Article 11.D is revised as follows: Contractor shall attach the applicable CSOEO STD-001 or 002 label to the front of the Building Check and Job Order Sheet and accomplish the needed weatherization measures in order of priority until either the maximum expenditure for Materials and/or Program Support and Labor is reached. (Ref. Article 11.K)

11. Article 11.G (1) is revised as follows:

1. Employ on-site supervisors.

   (a) Contractor may hire on-site supervisors on a ratio of no fewer than two crew members per supervisor, nor greater than one supervisor per crew.

   (b) An on-site supervisor is a person who spends no less than eighty percent of his/her time at a work site supervising the activities of the crew members in order to be eligible for a 100% level of salary under this agreement.

   (c) Payment for overtime shall be made with Administrative funds only.

12. Article 11.G (2) is revised as follows:

   2. Employ on-site crew members (particularly persons eligible for training under CETA).

      (a) A crew member is a person who performs the on-site weatherization activities including, but not limited to, the dealing with infiltration, minor repairs, glazing and installation of insulation under the supervision of an on-site supervisor.

      (b) On-site crew members' wages shall not exceed the local CETA wage and fringe benefit level.

      (c) Payment for overtime shall be made with Administrative funds only.

12a. Article 11.G (5) is added: Hire off-site ancillary personnel directly chargeable to weatherization, such as inventory clerks, coordinators, clerical, etc., who may be paid with Program Support and Labor funds, except for overtime. This article shall be retroactive to February 1, 1981.

12b. Article 11.G (6) is added: Prior permission to hire personnel must be obtained from CSOEO, and such approval shall be contingent upon receipt from Contractor and evaluation by CSOEO of (a) a current written denial by the CETA Prime Sponsor of Contractor's application for CETA positions for the weatherization program and/or (b) a current certification by the CETA Prime Sponsor of the inability to fill open CETA positions for the weatherization program.

A completed, signed CSOEO Form 71P shall accompany the above required documentation.

13. The following sentences are added to the first paragraph of Article 11.J (2): Contractor shall certify unit eligibility by completing a CSOEO Form 29P, Client Intake Form, for each dwelling unit in each building. Certification by the owner/manager of the building/complex is not acceptable. A CSOEO Form 75P shall be completed for each building weatherized.

14. Article 11.J (2)(a) is revised to read: the building can be weatherized under the 66 percent criterion, either just the 80 eligible units or all units in the building;

15. Add the following to Article 11.J (2)(b): within the constraints of Article 11.K;

16. Article 11.J (2)(c) is revised to read: of the $80,000 (at $150 maximum per eligible unit), $12,000 is the maximum which can be spent for repairs. The $12,000 maximum repair materials shall be included in the $40,000 maximum allowable for all materials;

17. Article 11.J (2)(d) is revised to read: and if all 100 units in the building are weatherized, 100 units shall be reported as completed units.

18. Article 11.K (1) is revised to read: Contractor agrees that the maximum allowable expenditure for any dwelling unit weatherized under this agreement shall not exceed $1,000. The $1,000 maximum may comprise any combination of costs of materials up to $500 and program support and labor up to $750, e.g. $250 materials and $750 program support and labor, $500 materials and $500 program support and labor, etc.
The materials costs include (a) and (b) below;

19. Add the following to Article 11.K (1)(a): while volume purchasing is cost-efficient, Contractor shall plan purchases and use so as to achieve a zero inventory at December 31, 1981.

20. Article 11.K (1)(d) is revised to read:

    Purchase of tools and equipment and leasing of vehicles; Contractor shall request prior approval from CSOFO for the acquisition of equipment and/or the leasing of vehicles by submitting a "Request for Non-Expendable Equipment Purchase Approval (non-vehicle)", (CSOFO Form 40P) and/or a "Request for Non-Expendable Equipment Leasing Approval (vehicle)", (CSOFO Form 43P), copies of which will be supplied by CSOFO (item 3.B on CSOFO Form 050).
    Title for any equipment purchased under this agreement rests with CSOFO, and the final disposition, upon termination of this agreement, shall be determined by CSOFO.

21. In Article 11.P (1), "the 10th day" is changed to "the 15th day".

22. Attachments A, B, C, D, and E are replaced with the revised Attachments A, B, C, D, and E, dated 5/81, attached hereto and incoporated herein by reference.

23. In Article 11.K (1) (b) the $100 figure is changed to $150.

Budget

Administrative Costs (at a maximum of 5.4% of Cumulative Expenditures)	$ 2,700 (max)
Personal Injury and Property Damage Insurance (nonvehicle)	$ 3,000 (max)
Program Costs	$ 44,300 ($1,000/dwelling max)
Weatherization materials ($500 max/dwelling - see Article 11.K)	
Program support and labor ($750 max/dwelling - see Articles 11.K)	
Total	$ 50,000

Attachment B

CALIFORNIA STATE OFFICE OF ECONOMIC OPPORTUNITY

MONTHLY REPORT OF EXPENDITURES

DOE Weatherization Assistance for Low Income Persons
PROGRAM

INVOICE PREPARATION DATE

801
PROJECT CODE

CONTRACT NUMBER

REPORT MONTH AND YEAR

TO: EDD/California SOEO
Energy Division
1600 9th Street, 3rd Floor
Sacramento, CA 95814

FROM:
(MAILING ADDRESS)

(MUST BE AS SHOWN ON CONTRACT)

SECTION I – ADVANCE REQUEST

THIS SECTION FOR INITIAL ADVANCE REQUEST ONLY.

Amount Requested
$_____

EXPENSE/ ACTIVITY CODES: 931-051

SECTION II – EXPENDITURES AND ADJUSTMENTS

EXPENSE AND ACTIVITY CODES	COST CATEGORY	PROGRAM BUDGET (1)	LAST MONTH'S CUMULATIVE EXPENDITURES (2)	ADJUSTMENT TO LAST MO. CUMULATIVE EXPENDITURES (3)	REPORT MONTH EXPENDITURES (4)	CUMULATIVE EXPENDITURES (5)	REMAINING BUDGET AMOUNT AVAILABLE (6)
932-051	1. Administrative						
936-051	2. Non-Vehicular Insurance						
	Program	XXX	XXX	XXX	XXX	XXX	XXX
939-051	3. Materials	XXX					
	A. Transportation	XXX					XXX
	B. Tools, Vehicles and Equipment Purchase	XXX					XXX
	C. Maintenance Tools and Equipment	XXX					XXX
	D. Labor-crew	XXX					XXX
	E. Labor-Crew Chief/ Crew Supervisor	XXX					XXX
	F. Materials Storage	XXX					XXX
939-051	4. Program Support and Labor Subtotal (A-F)	XXX					
	Total Program Expenditures (3 + 4)						
	Grand Total (1 + 2 + 3 + 4)						
			Column 5 from last month's Form	Explain in Section IV "Remarks"		Columns 2+3+4=5	Columns 1 - 5=6

Interest earned for report month	$

CSOEO Form #050 5/81

SECTION III – STATUS OF CAS

A. Total cash received to date from CSOEO (including advances): $_____

B. Total cash requested in previous monthly reports (CSOEO Form but not received): $_____

1. Subtotal (A + B): $_____ (SUBTOTAL 1)

C. Cumulative Costs (Column 5 total from page 1): $_____

D. Net advances outstanding to your delegate agencies (if any): $_____

E. Anticipated total cash needed for the two months following the report month: $_____*

2. Subtotal (C + D + E) or Budget Total (Column 1, Section II, page 1), whichever is less: $_____ (SUBTOTAL 2)

F. Cash Deficiency or Surplus (Subtotal 1 minus Subtotal 2): $_____

G. Cash Requested (Round off): $_____

** Shall not exceed two-month average to date unless equipment or vehicle purchase is planned.*

SECTION IV – REMARKS

(Attach additional sheets as needed)_____

SECTION V – CERTIFICATION

I certify that this report is true in all respects and that all disbursements have been made for the purpose and conditions of the contract.

TYPE NAME AND TITLE _____ SIGNATURE _____ DATE _____ PHONE _____

FOR CSOEO USE ONLY:
Approved for Payment: California SOEO

ECMD _____ B&A _____ AUTHORIZED SIGNATURE _____

03900-

Attachment C

CALIFORNIA STATE OFFICE OF ECONOMIC OPPORTUNITY
Monthly Program Status Report

Contractor's Name	Contract No./Nos.	Report Period	Date of Report
		Mo. [1] Yr. [ ]	Mo. [ ] Day [ ] Yr. [ ]

Section I - Services

	Weatherization DOE	Weatherization CSA	Crisis Interv. P.A. 22	Consum. Ed. P.A. 23	Altern. Energy P.A. 25
1. Total Persons Assisted					
a. Elderly					
b. Migrant/Seasonal Farmworker					
c. American Indian					
d. Handicapped					
2. Total Dwellings Weatherized			XXXXX	XXXXX	XXXXX
a. Owner-occupied			XXXXX	XXXXX	XXXXX
b. Single Family Rentals			XXXXX	XXXXX	XXXXX
c. Multi-Family Rentals			XXXXX	XXXXX	XXXXX
d. Elderly H.o.H.			XXXXX	XXXXX	XXXXX
e. Migrant/Seasonal Fmwkr. H.o.H.			XXXXX	XXXXX	XXXXX
f. American Indian H.o.H.			XXXXX	XXXXX	XXXXX
g. Handicapped H.o.H.			XXXXX	XXXXX	XXXXX
3. Number of Air-Conditioned Units			XXXXX	XXXXX	
4. Number of Partial Completions			XXXXX	XXXXX	XXXXX
5. Number of Backlogged Eligibles			XXXXX	XXXXX	XXXXX

Section II - Labor

1. CETA (hours)			XXXXX	XXXXX	XXXXX
2. CETA Enrollees this month (number)			XXXXX	XXXXX	XXXXX
3. CETA Wages this month (total)			XXXXX	XXXXX	XXXXX
4. DOE-paid On-Site Supvrs. (number)		XXXXX	XXXXX	XXXXX	XXXXX
5. DOE-paid On-Site Supvrs. (wages)		XXXXX	XXXXX	XXXXX	XXXXX
6. DOE-paid Crew Members (number)		XXXXX	XXXXX	XXXXX	XXXXX
7. DOE-paid Crew Members (wages)		XXXXX	XXXXX	XXXXX	XXXXX
8. CSA-paid Coordinator (wages)	XXXXX				
9. CSA-pd. Supvr./Crew Mbrs. (wages)	XXXXX				

Section III - Installed Materials Costs

1. Infiltration-Reducing Materials			XXXXX	XXXXX	XXXXX
2. Structural Repairs			XXXXX	XXXXX	XXXXX
3. Glazing			XXXXX	XXXXX	XXXXX
4. Insulation			XXXXX	XXXXX	XXXXX
5. Storm Windows			XXXXX	XXXXX	XXXXX
6. Storm Doors			XXXXX	XXXXX	XXXXX
7. Insulation			XXXXX	XXXXX	XXXXX
8. Venting			XXXXX	XXXXX	XXXXX
9. Other			XXXXX	XXXXX	
10. Average Materials Cost/Dwelling			XXXXX	XXXXX	XXXXX

- Instructions on Back -

CSOEO Form No. 28P
5/81

HEADING

Name: Enter enough of agency name to identify agency. "CETA Office" or "EOC" is not adequate.

Report Period: Enter numeric digits identifying month being reported, e.g., 01 for January and the last two digits of the calendar year, e.g., 80,81, etc.

Date of Report: Date report is prepared. Same procedure as above, except also enter day of month.

Section I

1. The combined data listed in a, b, c, and d may exceed the TOTAL.
2. APPLICABLE to BOTH WEATHERIZATION AND ALTERNATE ENERGY PROJECTS. Completions only.
2. d, e, f, g - H.o.H. = Head of Household
4. Number of dwellings started but not fully weatherized at month's end. Should not be included in Section I, Items 1 and 2.
5. Number of applicants that were found to be eligible but whose residences have not been worked on yet.

Section II - Labor

1. Total hours worked by all weatherization CETA enrollees during the report month.
2. Total number of CETA enrollees involved in weatherization during the report month.
3. Include all work hours paid for, including any wage supplements. Do not include prorated administrative, clerical, bookkeeping, or other wages/salaries that should be properly classified as administration expenses.
4. Total number of weatherization on-site supervisors on payroll during the report month.
5. Total wages paid to on-site supervisors, including fringe benefits.
6. Total number of weatherization crew members on DOE payroll during the report month.
7. Total DOE wages paid to weatherization crew members, including fringe benefits.
8. Total CSA wages and fringes paid to energy coordinator during the report month.
9. Total CSA wages and fringes paid to on-site supervisors during the report month.

Section III - Installed Materials Costs

Items 1-8: Enter the dollar value of the various types of materials installed in completed homes during the report month.

9. Enter the dollar value of other materials/devices installed in completed homes during the report month.
10. Divide the total dollar value of the installed materials as entered in Section III, items 1 through 9 by the number of dwellings weatherized during the report month as listed in Section I, item 2 to obtain the average materials cost per dwelling.

NOTES: 1. Enter zeros where applicable -- open spaces always raise the question of "zero or omitted entry?"

2. Entries in Section II, items 4 through 7 must be as a result of written CSOEO approval for listed positions.

STANDARDS FOR WEATHERIZATION MATERIALS

Insulation--Mineral fiber, material or product	STANDARDS
Blanket/batt	Conformance to F.S.[1] HH-1-521E and ASTM C665-70
Board	Conformance to F.S.HH-1-526C and ASTM C612-70 or C726-72
Duct material	Conformance to F.S.HH-1-558B
Loose fill	Conformance to F.S.HH-1-1030A and ASTM #764-73
Insulation--Mineral cellular	
Aggregate board	Conformance to F.S.HH-1-529B
Cellular glass	Conformance to F.S.HH-1-551E and ASTM C552-73
Perlite	Conformance to F.S.HH-1-574A and ASTM C549-73
Vermiculite	Conformance to F.S.HH-1-585B and ASTM C516-67
Insulation--Organic fiber	
Cellulose--Type I	Conformance to F.S. HH-1-515D and ASTM C739-73(loose fill)
Cellulose--Type II	Conformance to ASTM C739-73(loose fill) and fire safety requirements
Vegetable	Conformance to F.S.HH-1-528B and fire safety requirements
Board and block	Conformance to F.S.LLL-I-535A and ASTM C208-72 and fire safety requirements
Insulation--Organic cellular	
Polystyrene board	Conformance to F.S. HH-1-524B and ASTM C578-69 and fire safety requirements
Urethane board	Conformance to F.S. HH-1-530A and ASTM C591-69 and fire safety requirements
Flexible unicellular	Conformance to F.S.HH-1-573B and ASTM C534-70 and fire safety requirements
Insulation--Air Spaces: Reflective	Conformance to F.S.HH-1-1252A
Storm Windows:	
Aluminum frame	Equivalent to ANSI A134.3-1972
Wood frame	Conformance to Sec.3 NWMA Industry Standard I.S.2-73
Rigid Vinyl frame	Conformance to NBS Product Standard PS26-70 and performance guarantee
Frameless plastic glazing	Required minimum thickness 6 mil(0.006 in.)
Storm Doors:	
Aluminum	Equivalent to ANSI A134.4-1972
Wood	
Pine	Conformance to Sec. 3 of NWMA I.S.5-73
Fir,hemlock,spruce	Conformance to Sec.3 of FHDA/5-75
Hardwood veneered	Conformance to Sec.3 of NWMA I.S.1-73
Rigid vinyl	Conformance to NBS Product Standard PS26-70 and performance guarantee
Caulks and sealants	Commercial availability
Weatherstripping	Commercial availability
Vapor barriers	Commercial availability
Clock thermostats	Commercial availability
Skirting	Commercial availability
Items to improve attic ventilation	Commercial availability
Materials used as a patch to reduce infiltration through the building envelope	Commercial availability
Water Flow Controllers	Commercial availability,but not to exceed $5.00
Replacement of oil burners	UL 296/ANSI Z 96.2-1974 "Oil Burners" and ANSI Z 91.2-1976, entitled "Performance Requirements for Automatic Pressure Oil Burners of the Mechanical-Draft Type."

Notes

[1] F.S. means Federal specifications as cited, copies of which may be obtained from Specifications Sales, Building 197, Washington Naval Yard, General Services Administration, Washington, D.C. 20407

[2] For fire safety requirements, see Sec. 2.1.3.1 of NBSIR 75-795 which may be obtained from DOE

(FR Doc. 80-6182 Filed 2-26-80;8:45 a.m.)

CSOEO-ECWD 5/81

Agency Goals

Priority Populations to be Served

	Number
Total Houses to be Weatherized	50
Elderly	25
Handicapped	3
American Indians	1
Migrant/Seasonal Farmworkers	4
Other	17

LABOR CHARGE DETAIL
(Attach to CSOEO Form #050)

NAME	CLASSIFICATION	Hourly/Monthly Pay Rate	Report Month Cost
Crew No. 1			
1.			$
2.			
3.			
4.			
Crew No. 2			
1.			
2.			
3.			
4.			
Crew No. 3			
1.			
2.			
3.			
4.			
Crew No. 4			
1.			
2.			
3.			
4.			

TOTAL (Enter in Col. 4, Cost Category 4.D on Form #050) $

On-Site Supervisors			
1.			$
2.			
3.			
4.			

TOTAL (Enter in Col. 4, Cost Category 4.E on Form #050) $

Other			
1.			$
2.			
3.			
4.			

TOTAL (Enter in Col. 4, Cost Category 4.E on Form #050) $

EARNED INTEREST REPORT

TO: U. S. Department of Energy
Attn: Finance Officer
333 Market Street
San Francisco, CA 94105

The attached check is interest earned on federal funds by

_____ (Agency)

for the month of _____ 1981 under contract with the California State Office of Economic Opportunity (CSOEO) for the Weatherization Assistance for Low-Income Persons program.

_____
Fiscal Officer

_____
Date Signed

Enclosure

CSOEO Form #048 (5/81)

FILED

JUN 26 1981

PETER McNAMEE, Clerk

By Paula McCooper, Deputy

AGREEMENT NO. 81-132

THIS AGREEMENT, entered into this 22nd day of June, 1981, is by and between Economic Opportunity Commission of Yolo County, Inc., hereinafter referred to as "EOC" and Winters Parent Nursery School, a California non-profit corporation, hereinafter referred to as "WPNS".

W I T N E S S E T H:

RECITALS:

1. EOC is the grantee of funds from the United States Department of Health and Human Services to operate a Head Start program.
2. EOC desires to obtain and WPNS desires to provide a Heat Start program for seven eligible children at the WPNS nursery school in Winters, California.
3. WPNS operates a cooperative nursery school in Winters, California. The school serves approximately 50 children, 25 in the morning and 25 in the afternoon. The seven children to be served by this contract are to be fully integrated into the WPNS program and will not be served as a separate unit.

AGREEMENTS:

1. WPNS agrees to provide a Head Start program for seven eligible children. This program shall meet all the requirements of the U.S. Department of Health and Human Services (HHS), including but not limited to the following, except as set forth below:
   a. A pre-school education program consisting of instruction of not less than 4 days per week and not less than 4 hours per day, including transportation time. Said instruction shall be provided in the morning of each school day.

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COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

b. A lunch meeting the minimum requirements of the United States Department of Agriculture, namely, a meal sufficient to meet at least 1/3 of the child's daily nutritional needs.

c. The WPNS teacher shall participate in a three-times-yearly meeting of the EOC Head Start staff for each program participant. Said meeting shall be at a time and place mutually convenient to EOC and WPNS.

d. WPNS shall not be required to provide the following servics required by the U.S. Department of HHS in the administration of a Head Start program: a physical and dental exam for each child, social services, parent involvement (except as described in Paragraph 7 below), developmental assessments and special education services, as required; these services shall be provided by EOC.

2. Placement of children in the WPNS Head Start program shall be done by EOC. EOC shall be responsible for determining that all children placed in Head Start program are eligible for such program. EOC shall screen, certify and place eligible children in the WPNS program within a reasonable time. In the event that a vacancy occurs in the WPNS Head Start program on or before March 1, 1982, EOC shall place another eligible child in the program within a reasonable time after notice from WPNS. In the event that a child already attending WPNS is determined to be Head Start eligible, EOC may place that child into a Head Start slot at WPNS.

3. Each child placed by EOC into the WPNS Head Start program shall be old enough to begin public school in September, 1982, namely at least 3 years, 10 months of age on October 1, 1981.

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4. For each child placed by EOC in the WPNS Head Start program, EOC shall pay to WPNS the sum of $50 per month, subject to the following terms, conditions and exceptions:

   a. Each child must attend at least 8 school days in a calendar month in order for EOC's full payment obligation to WPNS to arise. If a child attends at least four, but less than 8, days in a calendar month, then EOC shall pay to WPNS $25 for that child for that month.

   b. For the month of December, 1981, the payment from EOC to WPNS shall be $25 for each child.

   c. At any time after the close of a calendar month, WPNS shall submit to EOC an invoice of services rendered, including attendance sheets for each program participant. Said attendance sheets shall set forth the reason for any absence by a program participant. Within 14 calendar days of receipt of the invoice, EOC shall pay to WPNS the sum demanded therein.

5. This contract shall commence on October 1, 1981, and shall terminate on May 31, 1982.

6. WPNS agrees to provide time and space for monthly meetings of parents of Head Start program participants.

7. WPNS agrees that it will not discriminate against any program participant on the basis of race, sex, religion, national origin or any other basis prohibited by law. WPNS further agrees that it will not discriminate in employment of staff on any basis prohibited by law.

8. Insofar as possible, EOC agrees that the services to be provided by it, enumerated in paragraph 1(d), shall take place off WPNS premises and during non-school hours.

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WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

9. It is understood that WPNS is an independent contractor and that no relationship of employer-employee exists between the parties hereto. WPNS agrees to hold EOC harmless from any and all claims that may be made against EOC based on any contention by any third party that an emloyer-employee relationship exists by reason of this agreement.

10. During the term of this agreement, WPNS agrees to maintain in full force and effect a policy of public liability insurance with a minimum coverage of $500,000. If EOC demands, WPNS shall cause EOC to be named as an additional insured on said policy. Upon demand, WPNS shall give EOC written assurance of its compliance with the provisions of this section. During the term of this agreement, WPNS shall not change the terms and conditions of its liability insurance without the consent of EOC.

11. WPNS agrees to maintain records for each program participant and to make said records available to EOC or to the U.S. Department of HHS at all reasonable times and places. WPNS agrees to maintain said records for a period of three (3) years from the termination of this contract or to turn over all records to EOC at the termination date of this contract. Said records shall include attendance, teacher observations as needed (on forms provided by EOC), nutritional participation and the results of any assessments performed by WPNS.

12. Either party may terminate this contract without recourse for any substantial violation of the terms of this contract by the other party.

13. This contract is contingent on approval of the application of WPNS to the USDA for funding under the School Lunch Program, which application is now pending. In the event that said application is not approved by the USDA on or before October 1, 1981, this contract shall be null and void. WPNS

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WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

agrees to use best efforts to obtain approval of said application.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date and year provided.

ECONOMIC OPPORTUNITY COMMISSION
OF YOLO COUNTY, INC.

BY Audrey L. Smith
AUDREY L. SMITH
Executive Director

Dated: 6-23-81.

Dated: June 22, 1981. BY Daisy Liedke
DAISY LIEDKE
Head Start Director

Dated: 6-22-81. WINTERS PARENTS NURSERY SCHOOL

BY Linda Mariani
LINDA MARIANI
Treasurer

Dated: 6-22-81. BY Louise M. Gale
LOUISE GALE
Staff Director

Dated: 6-23-81. BY Robert N. Black
ROBERT N. BLACK
Chairman
Yolo County Board of Supervisors

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COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

STANDARD AGREEMENT --

STATE OF CALIFORNIA
STD. 2 (REV. 12/75)

Book

Contractor

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SERV.
☐ CONTROLLER

THIS AGREEMENT, made and entered into this 1st day of January, 19 81, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

FILED

AGREEMENT NO. 81-133

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Executive Officer	State Solid Waste Management Board	50-206-40026

SEP 10 1981
PETE E. LUCAS, Clerk of the BOARD OF SUPERVISORS
BY Connie R. Carlson DEPUTY

hereinafter called the State, and

The County of Yolo

hereinafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

This agreement sets forth the terms and conditions of a grant from the State of California, acting through the Solid Waste Management Board, to The County of Yolo, hereinafter referred to as the "Grantee", pursuant to the Solid Waste Management Act of 1980, Chapter 1, Division 7.8 of the Government Code.

The purpose of this grant is to provide funds to the Grantee from the Solid Waste Management Board to carry out provisions of Government Code Section 68043 by controlling litter in California. The amount of this grant shall not exceed $ 19,125.00. The term of this grant agreement shall run from January 1, 1981 to July 1, 1983, but Grantee shall not begin work under this agreement until it has been fully executed and, if needed, approved by the State Departments of General Services and of Finance. Until this agreement has been executed and approved, Grantee shall not begin work based on this grant agreement.

The following items are attached to this agreement and are made a part of and incorporated into this agreement as if fully set forth herein:

Attachment A - Application for Litter Control Grant
Attachment B - Fair Employment Practices Addendum
Attachment C - Invoice Procedures

APPROVED AS TO FORM
CHARLES B. JACK
COUNTY COUNSEL
By DEPUTY COUNTY COUNSEL

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, the day and year first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: State Solid Waste Management Board	PARTNERSHIP, CORPORATION OR AGENCY: County of Yolo
BY: John W. Hagerty	BY (AUTHORIZED SIGNATURE): Robert N Black
Executive Officer	Chairman, Bd. of Supvs.
	ADDRESS: 22E Fourth St., Woodland, CA 95695

5-11-81

A8425 C1-133

(CONTINUED ON ___ SHEETS, EACH BEARING NAME OF CONTRACTOR)

Department of General Services Use ONLY

AMOUNT ENCUMBERED	APPROPRIATION		FUND	
$ 19,125.00	SWMF			
UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTES	FISCAL YEAR
$	205	510	1980	1980-81
ADJ. INCREASING ENCUMBRANCE	FUNCTION			
$				
ADJ. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT			
$	68043			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.N.A. NO. | O.R. NO.

SIGNATURE OF ACCOUNTING OFFICER: B Stange | DATE: 1/19/81

I hereby certify that all conditions for exemption set forth in State Administrative Manual Sec. 1209 have been complied with and that this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY | DATE

Form Approved
Department of General Services
APPROVED
AUG 27 1981
BY Asst. Chief Counsel

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

8. In interpreting this agreement, the following terms shall have the meanings given to them below, unless the context clearly indicates otherwise.

   a. "Act" means the State Solid Waste Management Act of 1980, set forth at Government Code Sections 68000 et seq.

   b. "Grantee" means the party who shall receive the funds granted by this agreement and shall perform the terms and conditions set forth herein.

   c. "Project" means the work to be accomplished by the Grantee under this agreement, as described in the Scope of Work, Attachment A, and in other terms of this agreement.

   d. "Litter Control Grant" means any grant made to Grantee pursuant to Section 68043 of the Government Code.

   e. "Term" means the time during which this agreement will be performed by the Grantee.

f. "Scope of Work" means the description of the work which the Grantee will carry out, as set forth in Grantee's application for this grant. The Scope of Work is made a part of this agreement and is set forth as part of the application (Attachment A).

9. Grantee agrees to all terms and conditions of this agreement.

10. Performance shall commence upon the State's approving this agreement. This agreement is of no force and effect until such approval has been given.

11. Subject to the availability of grant monies under the Act, the State hereby grants the Grantee a sum of money not to exceed the amount set forth on page one of this agreement, in consideration of, and under the condition that, such sum be expended in carrying out the purposes of the Act in the manner stated in the Scope of Work (Attachment A) and under the terms and conditions set forth in this agreement.

12. The Grantee agrees to expend the grant monies granted herewith prior to the expiration date of this agreement.

13. In order to carry out the intent of the Legislature as stated in Government Code Section 68042(d), Grantee agrees that it shall use the funds provided by this grant to supplement and not replace funding presently existing for the same purposes that this grant will serve.

14. a. The Grantee shallbe entitled to make use of such staff and subcontractors as are mutually acceptable to the Grantee and the State. All subcontractors between the Grantee and any subcontractors not specifically identified in the Application (Attachment A), shall be subject to approval by the Executive Officer of the Solid Waste Management Board.

b. The Grantee shall be responsible for the work of the subcontractors including but not limited to monitoring of task performance and ensuring that any State funds used by subcontractors shall be expended in a manner consistent with the State Solid Waste Management Act and regulations promulgated thereunder. Grantee shall initiate any action to expedite completion, to maintain the project on schedule, or to adjust the schedule to compensate for unavoidable delays.

15. Neither party hereto shall be considered in default of the performance of its obligations herein to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.

16. This agreement shall inure to the benefit and bind the successors of each of the parties.

17. The State shall have the right to terminate this agreement at its sole discretion at any time upon thirty (30) days written notice to the Grantee. The State shall have the right to terminate this agreement immediately for failure of the Grantee to comply with the terms and conditions of this agreement. In case of early termination, a final payment will be made to the Grantee upon receipt of a report covering costs incurred to termination.

18. The Grantee shall comply fully with all applicable federal, state, and local laws, ordinances, regulations and permits. The Grantee shall secure any new permits required by authorities having jurisdiction over the project, and shall maintain all presently required permits.

19. No changes which significantly alter the design and the scope of the project which is set forth in this agreement shall be made or permitted by the Grantee without prior approval of the Solid Waste Management Board. Such changes, upon the Board's formal approval, shall be made in the form of a written amendment to this grant agreement. Insignificant changes shall be made in the form of a written change order approved by the Executive Officer.

20. It is the primary responsibility of the Grantee to comply with all the terms and conditions of this grant agreement, to efficiently and properly manage and account for grant funds, and to complet the project in a diligent and professional manner so as to ensure success of the project.

21. a. The Grantee hereby waives all claims and recourse against the State including the right for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to this agreement except claims arising from the concurrent or sole negligence of the State, its officers, agents, and employees.

    b. The Grantee shall indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation and maintenance of the property acquired for the project, which claims, demands, or causes of action arise under Government Code Section 895.2 or otherwise, except for liability arising from the concurrent or sole negligence of the State, it officers, agents, or employees.

    c. In the event the State is named as co-defendant under the provisions of Government Code Section 895 et seq., the Grantee shall notify the State of such fact and shall represent the State in the legal action unless the State undertakes to represent itself as co-defendant in such legal action; in which event the State shall bear its own litigation costs, expenses, and attorney's fees.

    d. In the event of judgment entered against the State and Grantee because of the concurrent negligence of the State and Grantee, their officers, agents or employees, and apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

22. The State shall have the right at any time during this agreement to inspect and reproduce any written or printed matter in the Grantee's possession relating to the agreement effort.

23. Equipment purchased with grant funds shall become the property of the Grantee upon the delivery thereof into the Grantee's control and possession. Grantee shall take legal title, where applicable, in its own name. Grantee shall use such equipment only for public purposes equivalent to those for which this agreement is made.

24. The Grantee agrees to place litter receptacles funded wholly or in part by litter control grant funds only in public places and to mark those receptacles with the State anti-litter symbol and a statement of the penalties for littering in this State.

25. Funds paid to the Grantee pursuant to this agreement may be used for salaries, wages, equipment, and materials insofar as such purchases are not in conflict with the purposes of the section or sections of the Government Code under which this grant is made, the Scope of Work, and other terms, conditions, provisions, and requirements of this agreement.

26. a. Public agencies may be advanced funds in accordance with the procedures established in Attachment C.

    b. Private entities will be paid in arrears. Payment requests may be submitted no more frequently than monthly.

    c. All payments are expressly conditioned upon submission to the State of a request for payment, certified by the Grantee in accordance with the procedures listed in Attachment C. All payments will be for deliveries or services performed within the effective dates of this grant unless this agreement is specifically modified in writing to provide a later completion date.

    d. If mileage and per diem are paid, it shall not be in an amount greater than that allowed to State employees under the State Board of Control rules.

    e. The amount to be paid the Grantee under this agreement includes all State costs of the project described in the Scope of Work in Attachment A, including direct labor; operation overhead; out of pocket expenses for travel and subsistence; subcontracting services; data processing; report reproduction costs; and sales and use taxes incurred pursuant to this agreement, including any such taxes due on equipment purchased by the Grantee. The Grantee shall not receive additional compensation for reimbursement of the same costs which are paid by the State and shall not decrease work to compensate thereof.

27. Grantee shall maintain accounting records of expenditures incurred during the course of the project. Such records shall be readily available for inspection by the State. This record shall be maintained for a minimum of three years after the expiration date of this agreement, and shall be available to the State at any time during such three year period.

28. The State may review the project and the Grantee's expenditures of the funds paid under the provisions of this agreement. If such a review reveals funds are not being expended or have not been expended in accordance with the grant contract, the Grantee shall forfeit the unexpended portion of the grant funds, and shall repay the State for any improperly expended monies. Any repayment or forfeiture shall revert to the State Solid Waste Management Fund for expenditure during the grant period in which the monies are returned or during the immediately following grant year.

29. a. The grantee will submit a brief status report to the Board within twenty (20) days of the end of each calendar-year quarter. (Quarters will run from January-March; April-June; July-September; October-December.) This quarterly report must include:

1. a description of the progress in meeting the project implementation schedule;

2. general observations (i.e., problems and solutions to those problems, successes, etc.).

b. Sixty days after completion of work or after the end of the agreement period, the Grantee shall forward a final report to the State. The report shall be substantially in the format specified by the State in the Litter Control Grant Procedures Manual.

c. Upon receipt of the report, the State may perform an inspection or an audit; upon satisfactory completion of the audit or, if no audit is made, upon approval of the report, the State will give clearance for Grantee to be awarded any subsequent grant for which it is otherwise eligible and has applied under Title 7.8, Chapter 1 of the Government Code.

d. In the event that Grantee fails to provide the final report, Grantee shall waive any claim it may have to any subsequent grants under Chapter 1 of Title 7.8 of the Government Code (commencing with Section 68000). The Grantee shall also waive any claim it may have to such grants if it expends funds granted subject to this agreement for purposes not contemplated by this contract.

30. All official communication from the Grantee to the State shall be directed to Resource Conservation Branch, State Solid Waste Management Board, 1020 Ninth Street, Suite 300, Sacramento, CA 95814.

ATTACHMENT A

LB1-252

State of California
SOLID WASTE MANAGEMENT BOARD

LITTER CONTROL GRANT COVER SHEET – APPLICATION FORM

AMOUNT REQUESTED: $19,125.00

PROJECT TITLE: YOLO COUNTY LITTER CLEAN UP & PUBLIC AWARENESS

[ ] CITY [X] COUNTY [ ] OTHER:

APPLICANT'S NAME, MAILING ADDRESS & ZIP CODE:
County of Yolo, County Facilities Department

APPLICANT'S STREET ADDRESS (IF DIFFERENT FROM MAILING ADDRESS):
226 - Fourth Street Woodland, California 95695

COUNTY: Yolo

NAME & TITLE OF PERSON WITH DAY-TO-DAY RESPONSIBILITY FOR PROJECT:
[X] MR.
[ ] MS. Earl A. Balch

AREA CODE & PHONE NUMBER: (916) 666-8268

DISPOSITION OF FUNDS (CHECK ONE):

(A) [ ] Grant Award to City of _____

(B) [X] Grant Award to County of Yolo

(C) [ ] Grant $ _____ to entity described in item (D) and balance to applicant

(D) [ ] Subcontract/Grant Award (circle one)

to:
NAME
ADDRESS
CITY PHONE
CONTACT PERSON

BRIEF DESCRIPTION OF PROJECT:

Project would consist of continuing to fund the Litter Control Attendant Position which was established and originally funded with a grant from the Solid Waste Management Board. The attendant would continue to use the equipment purchased with an earlier litter grant. (1 Ton Truck & six yard compactor). In addition, the remaining funds would be used for litter awareness by providing local litter "clean up" campaigns and by participation in the resource rally.

CERTIFICATION

Under penalty of perjury, I hereby certify that Applicant has met, or will meet, all federal, state and local environmental, affirmative action, and clearinghouse requirements and all other appropriate codes, laws and regulations prior to the expenditure of the grant funds.

I further certify that Applicant fully understands that the State Solid Waste Management Board will not assume any responsibility to ensure compliance with any federal, state or local codes, laws or regulations, but that the State Solid Waste Management Board may conduct an onsite audit and investigation to ensure compliance.

Twyla J. Thompson Chairman Yolo County Board of Supervisors 12-16-8
TYPED OR PRINTED NAME AND TITLE OF PERSON SIGNING SIGNATURE DATE Date

THE FOLLOWING INFORMATION WILL BE COMPLETED BY SWMB STAFF:

DATE APPLICATION RECEIVED: 12-24-80
DATE TO EXECUTIVE OFFICER:
GRANT APPROVED: [X] Yes [ ] No Date
CONTRACT NO.

SWMB 7 (Rev. 9/80)
Page 1 of 4

Part I: Existing Program *(If additional space is required you may attach additional sheets)*

(a) Briefly describe your existing litter control program, including the funding level, geographic areas targeted, and relative program effectiveness.

The County's present program is funded almost completely by a Solid Waste Management Board Grant. The program equipment consists of a Litter Attendant, a one ton pickup truck and a trailer mounted 6 cubic yard trash compactor.

The trash compactor is used throughout the County to clean public parks and other public areas. The operator is averaging 500 miles per week on his clean up route.

In addition to improving the clean up of these specific County owned areas, the Litter Attendant and equipment is used for roadside clean up along major county raods.

Most of the funding for the present program is provided by the State Solid Waste Management Board. Some of the support activities for the program such as fuel, equipment and equipment repairs, will be provided by the County.

The program has proven effective in that the level of waste removal has been increased considerably by the addition of this staff position and equipment for this purpose.

Part II: Proposed Program *(If additional space is required you may attach additional sheets)*

(a) Describe the program, identifying those activities supported by grants only;

(b) Indicate if this is a new or expanded program or a continuation of the previous year's grant-funded program;

(c) List any in-kind services or funding that will augment the grant funding;

(d) If funds will be designated or subcontracted to a private entity, list that entity's qualifications;

(e) Provide an implementation schedule for program activities;

(f) Discuss those measures to be used to monitor the effectiveness of the grant-funded program.

The program described in Part I will be continued with the new grant. The activities supported by the Grant will consist of wages & benefits for the Litter Attendant position. Also, the funding will allow for public awareness and participation in the "Great California Resource Rally".

The public awareness and rally effort will be an expansion of our County Litter Program.

Program administration and coordination of public awareness elements of the program will be funded by the County General Fund.

The litter clean up portion of the grant and the material necessary to promote the litter awareness and "Great California Resource Rally" will be funded by the grant. The clean up portion will be continuing, the awareness and rally portions will take place in the Spring.

Part III: Budget *(If additional space is required you may attach additional sheets)*

Itemize all program expenditures within, at a minimum, the following four categories. The information within the categories can be estimated, but the subtotal for each category cannot vary without written approval from State staff. Put the symbol "N/A" next to any category not applicable to your program.

(a) *Personnel* (e.g., salaries and fringe benefits with estimated hours/days to be worked, consultant/subcontractor fees, etc.)

(b) *Equipment* (e.g., street sweepers, back-pack blowers, litter receptacles, vehicles, etc.)

(c) *Operating Expenses* (e.g., materials/supplies, travel, vehicle rental, operation and maintenance, etc.)

(d) *Administration* (only those costs not directly related to the project, and limited to five percent of the grant.)

A. Personnel		
	Wages & Benefits	$ 16,497.00
B. Equipment		
	Trash Bags	
	Tee Shirts	
	Promotional Material	2,623.00
	TOTAL	$ 19,125.00
	TOTAL AVAILABLE GRANT FUNDS	$ 19,125.00

L 81-253

ATTACHMENT A

State of California
SOLID WASTE MANAGEMENT BOARD

LITTER CONTROL GRANT COVER SHEET – APPLICATION FORM

AMOUNT REQUESTED: $4,794.00 OK

PROJECT TITLE: Yolo County Litter Cleanup and Enforcement

[ ] CITY [X] COUNTY [ ] OTHER

APPLICANT'S NAME, MAILING ADDRESS & ZIP CODE:
City of Davis

APPLICANT'S STREET ADDRESS IF DIFFERENT FROM MAILING ADDRESS:
226 "F" Street, Davis, CA 95616

COUNTY: Yolo

NAME & TITLE OF PERSON WITH DAY-TO-DAY RESPONSIBILITY FOR PROJECT:
[X] Mr. [ ] Ms. Preston French, Parks & Grounds Manager, Yolo County

AREA CODE & PHONE NUMBER: (916) 666-8402

DISPOSITION OF FUNDS (CHECK ONE):

(A) [ ] Grant Award to City of _____

(B) [X] Grant Award to County of Yolo

(C) [ ] Grant $ _____ to entity described in item (D) and balance to applicant

(D) [ ] Subcontract/Grant Award (circle one) to:
NAME
ADDRESS
CITY PHONE
CONTACT PERSON

BRIEF DESCRIPTION OF PROJECT:

Refer to Yolo County Application

CERTIFICATION

Under penalty of perjury, I hereby certify that Applicant has met, or will meet, all federal, state and local environmental, affirmative action, and clearinghouse requirements and all other appropriate codes, laws and regulations prior to the expenditure of the grant funds.

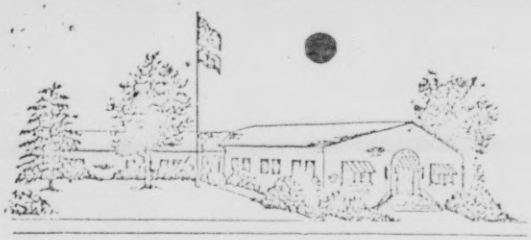
I further certify that Applicant fully understands that the State Solid Waste Management Board will not assume any responsibility to ensure compliance with any federal, state or local codes, laws or regulations, but that the State Solid Waste Management Board may conduct an onsite audit and investigation to ensure compliance.

DAVID B. PELZ — NAME OF AUTHORIZED PERSON
Public Works Director — TITLE
David B. Pelz OK — SIGNATURE
12-4-80 — DATE

THE FOLLOWING INFORMATION WILL BE COMPLETED BY SWMB STAFF:

DATE APPLICATION RECEIVED	DATE TO EXECUTIVE OFFICER	
GRANT APPROVED [ ] Yes [ ] No Date	CONTRACT NO.	

SWMB 7 (Rev. 9/80)
Page 1 of 4



CITY OF DAVIS

226 F Street Davis, California 95616
(916) 756-3740

December 4, 1980

Yolo County Community
Development Department
292 West Beamer Street
Woodland, CA 95695

ATTN: MR. EARL PALCH

SOLID WASTE MANAGEMENT GRANT

Dear Earl:

Enclosed is the documentation relating to the City Council's action on the grant funds available through the State Solid Waste Management Board's litter control programs. While the Council did feel that the amount of Davis money was too small to use effectively on our own, they also expressed concern that the County attempt to use the funds in programs which can benefit Davis citizens.

We do understand that you are proposing to fund a roadside litter pick-up program, as well as educational programs, and we encourage activity in these programs directed to the Davis area.

Very truly yours,

DBP

D. B. PELZ
Public Works Director

DBP:cec

cc: City Manager

encl.

ATTACHMENT B

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his/her records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgement having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his/her surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

**See Labor Code Sections 1411 - 1432.5 for further details.*

ATTACHMENT C

INVOICE PROCEDURES

1. A Payment Request must be submitted in triplicate.

2. All copies of the Payment Request are to be sent to:

   Resource Conservation Branch
   State Solid Waste Management Board
   1020 Ninth Street, Suite 300
   Sacramento, CA 95814

3. Thirty days should be allowed for normal processing and issuance of a warrant by the State Controller's Office.

4. An original signature must be entered on the Payment Request.

5. Any questions on invoice preparation should be discussed with the State Solid Waste Management Board Contract Manager assigned to the Grantee.

6. Local government entities whose grant is less than $5,000 may request a 100% advance. All other public entities may be advanced or reimbursed funds on a quarterly basis.

7. Private entities can receive payments on a reimbursable basis only. Payment Requests can be submitted no more frequently than monthly.

8. If they prefer to do so, both public and private entities may request 100% reimbursement at the end of their programs.

CLERK'S CERTIFICATION

I, HOWARD L. REESE, City Clerk of the City of Davis, California, do hereby certify that the foregoing is a full, true and correct copy of RESOLUTION NO. 3146 , SERIES 1980, duly adopted at a regular meeting of the City Council of said City, duly and regularly held at the regular meeting place thereof on the 19th day of November, of which meeting all of the members of said Council had due notice and at which meeting a majority thereof was present; that at said meeting said resolution was adopted by the following vote:

AYES: Adler, Kopper, Stevens, Tomasi, Motley.

NOES: None.

ABSENT: None.

That I have carefully compared the same with the original minutes of said meeting on file and of record in my office and that said resolution is duly entered of record in Book of Resolutions, Book 19 , and said resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes. That said resolution has not been amended, modified or rescinded since the date of its adoption and the same is now in full force and effect.

WITNESS my hand and seal of said City of Davis this 24th day of November, 1980.

Howard L. Reese

CITY CLERK OF
THE CITY OF DAVIS

DEC 18 1980

PETER McNAMEE, Clerk
By

RESOLUTION NO. 80-20[illegible]

(Resolution Approving the Application for Grant Funds under the State Litter Control, Recycling and Resource Recovery Fund)

WHEREAS, the Legislature of the State of California has enacted the State Litter Control, Recycling and Resource Recovery Act which provides funds to certain entities for litter clean up, litter law enforcement, litter education, and purchase of litter receptacles; and

WHEREAS, the State Solid Waste Management Board has been delegated the responsibility for the administration of the program, setting up necessary procedures governing application by local agencies under the program; and

WHEREAS, said procedures established by the State Solid Waste Management Board require the applicant to certify the approval of applications prior to submission of said applications to the State; and

NOW, THEREFORE, BE IT RESOLVED that the Yolo County Board of Supervisors:

1. Approves the filing of an application for funding under the Litter Control, Recycling and Resource Recovery Fund; and
2. Certifies that said Board understands the general provisions of the grant agreement.

PASSED AND ADOPTED BY THE Board of Supervisors of the County of Yolo, State of California, this 16th day of December, 1980, by the following vote:

AYES: Black, DeMars, Marchand, Edmonds, Thompson
NOES: None
ABSENT: None

Lucy J. Thompson
CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
Peter McNamee, County Clerk

By Pete E. Lucas
Deputy

Approve as to Form: DEC 18 1980

County Counsel Date

RESOLUTION NO. 3146 , SERIES 1980

RESOLUTION APPROVING THE APPLICATION FOR GRANT FUNDS
UNDER THE SOLID WASTE MANAGEMENT ACT OF 1980

WHEREAS, the Legislature of the State of California has enacted the State Solid Waste Management Act of 1980 which provides funds to certain entities for litter cleanup, litter law enforcement, public awareness and education, and purchase of litter receptacles; and

WHEREAS, the State Solid Waste Management Board has been delegated the responsibility for the administration of the program, setting up necessary procedures governing application by local agencies under the program; and

WHEREAS, said procedures established by the State Solid Waste Management Board require the applicant to certify the approval of applications prior to submission of said applications to the State; and

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Davis:

1. Approves the filing of an application for funding under the State Solid Waste Management Act Fund; and

2. Certifies that said agency understands the general provisions of the grant agreement: and

3. Authorizes the Public Works Director, as agent of the City, to conduct all negotiations, execute and submit all documents including but not limited to applications, grant agreements, amendments and payment requests, which may be necessary for the completion of the aforementioned program.

PASSED AND ADOPTED by the City Council of the City of Davis this 19th day of November , 1980, by the following vote:

AYES: Adler, Kopper, Stevens, Tomasi, Motley.

NOES: None.

ABSENT: None.

Cecily J. Motley

CECILY J. MOTLEY, Mayor

ATTEST:

Howard L. Reese

HOWARD L. REESE
City Clerk

STATE SOLID WASTE MANAGEMENT BOARD
RESOLUTION 80-105

DELEGATION OF AUTHORITY TO THE EXECUTIVE OFFICER REGARDING ADMINISTRATION OF THE 1980-81 LITTER CONTROL GRANTS

WHEREAS, the State Solid Waste Management Act of 1980 (SB 261) provides grant funds to cities and counties for litter cleanup, litter law enforcement, public information and purchases of litter receptacles; and

WHEREAS, SB 261 requires that to be eligible for a litter control grant every city and county must submit a letter of intent by September 1, 1980, or within 60 days of the effective date of the legislation, whichever is later; and

WHEREAS, any city or county that does not submit a letter of intent shall be ineligible to receive litter control grant funds for the duration of the program; and

WHEREAS, the letters of intent were due September 8, 1980;

NOW, THEREFORE, BE IT RESOLVED that in order to provide for the prudent and timely administration of the litter control grant funds the Executive Officer is authorized to approve grant application, negotiate and execute grant agreements and amendments for the 1980-81 grant year.

BE IT FURTHER RESOLVED that the Executive Officer shall announce that the application period for the 1980-81 grants will commence on October 15, 1980 and end on December 15, 1980

CERTIFICATION

The undersigned Executive Officer of the State Solid Waste Management Board does hereby certify that the foregoing is a full, true and correct copy of a resolution duly and regularly adopted at a meeting of the State Solid Waste Management Board held on September 11-12, 1980.

Dated: SEP 1980

John W. Hagerty

John W. Hagerty
Executive Officer

FILED
JUL - 2 1981
PETER McNAMEE, Clerk
By Linda M. Cooper, Deputy

AGREEMENT NO. 81-154

(Agreement for Maintenance of Putah Creek Angling Access Area)

THIS AGREEMENT made and entered into this 30th day of June, 1981, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and RALPH WALDO CHAPMAN, hereinafter referred to as CONTRACTOR.

W I T N E S S E T H:

WHEREAS, on the 27th day of April, 1964, by Agreement No. 64-46, COUNTY entered into an operation and maintenance agreement with the State of California, Department of Fish and Game, regarding the Putah Creek Angling Access Area wherein COUNTY agreed to provide all necessary maintenance and upkeep of said angling access area, said maintenance to include the keeping of the parking area, sanitary facilities, and other improvements located thereon, in good repair and free from unsightly conditions, and debris accumulations; and

WHEREAS, COUNTY desires to hire CONTRACTOR to assure competent patrol and maintenance services for the Putah Creek Angling Access Area; and

WHEREAS, CONTRACTOR is an individual capable of rendering the desired services for said access area,

NOT, THEREFORE, the parties hereto, for and in consideration of the covenants, agreements, stipulations hereinafter expressed, do hereby mutually agree as follows:

1. CONTRACTOR agrees:

A. To serve in the capacity as patrolman and caretaker of the Putah Creek Angling Access Area, and to open the area to the public not later than sunrise daily and to close said

area not later than 11:00 o'clock P.M.

B. To maintain order and prohibit overnight camping in said angling access area and enforce all rules and regulations governing same as adopted by COUNTY.

C. To provide all necessary maintenance and upkeep of said angling access area for the term hereof and said maintenance shall include, but not be limited to, the keeping of the parking area, sanitary facilities and other improvements thereon in good repair and free from unsightly conditions and debris accumulations.

D. To provide and maintain for himself a suitable uniform to be worn during the performance of his duties under this agreement.

E. To perform such other duties as may be necessary to maintain a proper recreation area.

2. COUNTY agrees:

A. To pay to CONTRACTOR the sum of FIVE HUNDRED FIFTY and NO/100 ($550.00) DOLLARS per month during the term of this agreement on the first day of each month for the preceding month.

B. To provide CONTRACTOR with a pickup truck to be used exclusively by CONTRACTOR in the carrying out of his duties under this agreement.

C. To provide necessary gasoline, oil and vehicular maintenance through its County Yard located at Winters, California.

///

3. This agreement is not assignable by CONTRACTOR in whole or in part without the written consent of COUNTY first had and obtained, and any such assignment without written consent of the COUNTY first had and obtained shall be null and void.

4. It is specifically understood and agreed that CONTRACTOR is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. CONTRACTOR shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding and Social Security. CONTRACTOR agrees to indemnify and hold the COUNTY harmless from any liability which CONTRACTOR may incur to the Federal or State Governments as a consequence of this contract.

5. The term of this agreement shall commence on the 1st day of July, 1981, and shall terminate on the 30th day of June, 1982. This agreement may be terminated by either party hereto by a 30 day written notice of intention to terminate said agreement.

6. This agreement supersedes Agreement No. 80-201.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS
Deputy

ATTEST:
PETER McNAMEE, COUNTY CLERK

By _____
Deputy

COUNTY OF YOLO, a political subdivision of the State of California:

Robert N Blackburn
CHAIRMAN OF THE BOARD OF SUPERVISORS

CONTRACTOR:

Ralph W Chapman
RALPH WALDO CHAPMAN

Approve as to Form:

By _____
County Counsel

FILED
JUL - 2 1981
PETER McNAMEE, Clerk
By Paula Jr. Craig, Deputy

AGREEMENT NO. 81-135

(Caretaker Services at Cache Creek Canyon Regional Park)

THIS AGREEMENT, made and entered into this 30th day of June, 1981, by and between the COUNTY OF YOLO, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and GEORGE and EULA WARNER (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H:

WHEREAS, COUNTY desires to hire CONTRACTOR to assure competent patrol and maintenance services for the Cache Creek Canyon Regional Park;

WHEREAS, CONTRACTOR is an individual capable of rendering the desired services for said access area;

NOW, THEREFORE, the parties hereto, for and in consideration of the covenants, agreements, and stipulations hereinafter expressed, do hereby mutually agree as follows:

1. CONTRACTOR agrees:

A. To serve in the capacity as patrolman and caretaker of the Cache Creek Canyon Regional Park, and to open the day-use area to the public not later than sunrise daily and to close said area not later than eleven (11:00) o'clock P.M.

B. To maintain order and prohibit overnight camping except in designated areas in said park and enforce all rules and regulations governing same as adopted by COUNTY.

C. To provide and maintain for himself a suitable uniform to be worn during the performance of his duties under this agreement.

D. To perform such other duties as may be necessary to maintain

a proper recreation area.

E. Collect fees as specified by the Board of Supervisors.

F. Provide for deposit of fees.

G. To provide and maintain at his own expense a horse to patrol that portion of park not accessible by automobile.

H. To keep sanitary facilities and other improvements thereon in good repair and free from unsightly conditions and debris accumulations.

I. To defend, indemnify, and hold COUNTY harmless for all claims, liability, or loss resulting from CONTRACTORS care, ownership, maintenance, or use of said horse on COUNTY'S property.

2. COUNTY agrees:

A. To pay to CONTRACTOR the sum of SIX HUNDRED and NO/100 ($600) DOLLARS per month during the term of the agreement on the first day of each month for the preceding month.

B. To provide CONTRACTOR with a pickup truck to be used exclusively by CONTRACTOR in the carrying out of his duties under this agreement.

C. To provide necessary gasoline, oil, and vehicular maintenance through its County Yard located at Woodland or Esparto, California.

D. To provide suitable housing including utilities for caretaker.

3. This agreement is not assignable by CONTRACTOR in whole or in part without the written consent of COUNTY first had and obtained and any such assignment without written consent of the COUNTY first had and obtained shall be null and void.

4. It is specifically understood and agreed that CONTRACTOR is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. CONTRACTOR shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding and Social Security. CONTRACTOR agrees to indemnify and hold the COUNTY harmless from any liability which CONTRACTOR may incur to the Federal or State Governments as a consequence of this contract.

5. The term of this agreement shall commence on the 1st day of July, 1981, and shall terminate on the 30th day of June, 1982. This agreement may be terminated by either party hereto by a thirty (30) day written notice of intention to terminate said agreement.

6. This agreement supersedes Agreement No. 80-200.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS
Paula McCooper
Deputy

ATTEST:
PETER McNAMEE, COUNTY CLERK
By Paula McCooper
Deputy

COUNTY OF YOLO, a political subdivision of the State of California:

Robert N Blue
CHAIRMAN OF THE BOARD OF SUPERVISORS

CONTRACTORS:

George A. Warner
GEORGE WARNER

Eula Warner
EULA WARNER

Approved as to Form:
By
County Counsel

AGREEMENT NO. 81-136

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of June, 1981, by and between DCM CONSTRUCTION

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

STORM DRAIN SYSTEM IN THE TOWN OF YOLO, EAST OF THE S.P.R.R.

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

Recorded Document

FILED

AUG 19 1981

13631

AGREEMENT NO. 81-137

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

013631

OFFICIAL RECORDS
YOLO CO., CALIF.
RECORD REQUESTED BY:
County Of Yolo
AUG 11 4 13 PM '81
PETER McNAMEE
COUNTY RECORDER

RETURN TO:
PETE LUCAS
ROOM 104 COURTHOUSE
WOODALAND CAL 95695

By Ruth M. Cooper Deputy

THIS AGREEMENT, made and entered into this 30th day of June, 19 81, by and between M & M Electric Company,

hereinafter termed "CONTRACTOR", and the County of Yolo, hereinafter termed "COUNTY";

WITNESSETH:

WHEREAS, the Board of Supervisors of said COUNTY has awarded a contract to CONTRACTOR for performing the work hereinafter mentioned in accordance with CONTRACTOR's accepted proposal;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by COUNTY, and under the conditions expressed in the two bonds, bearing even date with this Contract, and hereunto attached, CONTRACTOR agrees with COUNTY at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by COUNTY necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo:

Improvements on County Road 104 (Mace Boulevard) at El Macero Drive,

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof. The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

Mace Boulevard and El Macero Drive, Traffic Signals and Lighting, Work Order No. 4345, Plan Index No. 104.56 & 57

Approved May 18, 1981 (date) by the Dirctor of Public Works, which said set of plans is hereby made a part of this Contract.

BOOK 1486 PAGE 736

ARTICLE II - COUNTY hereby fixes the time for commencement of said work to be within ten (10) days next after the date of this Contract and for its completion to be within sixty (60) working days next after the actual date of commencement; and further promises and agrees with CONTRACTOR to employ, and does hereby employ, CONTRACTOR to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and COUNTY and CONTRACTOR for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - By my signature hereunder, as CONTRACTOR, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

ARTICLE IV - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Notice to Contractors as being adopted by the Board of Supervisors in that certain resolution which resolution is hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE V - CONTRACTOR agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses

BOOK 1485 PAGE 137

incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

Item No.	Description	Estimated Quantity	Unit Price (In Figures)	Total Price (In Figures)
1	Installation and Energizing of Red Flashing Beacons and Street Light Improvements	L.S.		L.S. $14,869.00

Total: $ 14,869.00

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands the year and date first above written.

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

COUNTY OF YOLO, a Political Subdivision of the State of California

Robert N Clark

CHAIRMAN, Board of Supervisors

ATTEST: BOARD OF SUPERVISORS
Linda M Cooper
Deputy

PETE E. LUCAS,
Clerk of the Board of Supervisors

By Linda M Cooper
Deputy

CONTRACTOR

MAY-HAN ELECTRIC INC.
DBA M & M ELECTRIC
1600 AUBURN BLVD.
SACRAMENTO CA. 95815
BRUCE MAYERS - SEC-TREAS.
Bruce E Mayers
Contractor and Address

APPROVED AS TO FORM:

County Counsel

Licensed in accordance with an act providing for the registration of Contractors, License No. 260864

BOOK 1486 PAGE 738

13631

WHITE-HEADQUARTERS
YELLOW-CONTRACTOR
GREEN-CONTROLLER
PINK-DISTRICT OFFICE
GOLDENROD-FIELDMAN
BLUE-CONTRACTOR'S FILE

Book

AGREEMENT NO. 81 138

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Sheet 1 of 2

YOL VAR
Co. Route P.M.

No Federal Funds Involved

SOURCE DIST.	SOURCE UNIT	CHARGE DIST.	CHARGE UNIT	EXP. AUTH. GEN. LED. / SUB-ACCT. / WORK ORDER NO.	SPECIAL DESIGNATION SUB-JOB NO.-R/W PARCEL NO. / LOCATION BRIDGE NO. ETC.	OBJECT	AMOUNT DEBIT OR CREDIT	FISCAL YEAR	ENCUMBRANCE DOCUMENT NUMBER
03VAR		-----		505022		778	6,300 00	82	031209

ITEM	CHAPTER	STATUTES	FISCAL YEAR
			1982

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER: C Peterson — DATE: 6-16-81

COMMERCIAL SERVICES
CONTRACT NO. 31209
This number to be placed on all bills

Marysville CALIFORNIA,

June 15, 19 81

Contractor's Name COUNTY OF YOLO, c/o Herbert W. Chandler Phone 666-8263
(Please bill as above) Agricultural Commissioner

Address ~~P.O. Box 175~~ 70 Cottonwood St., Woodland, CA 95695

~~LICENSE NO. AND CLASS~~

The Contractor hereby agrees to furnish the service or rental as hereinafter set forth to the Department of Transportation in accordance with the provisions on BOTH SIDES of this form and on the attached sheets, if any, and he agrees to receive and accept as full compensation therefor the prices named herein:

To furnish labor, equipment and supplies required to control and/or eradicate Puncture Vine, Beardless Rye Grass, Johnson Grass, Russian Thistle, Russian Knapweed, Hoary Cress, Perennial Peppercress, Poison Oak, Cockle Burr, Mexican Whorled Milk Weed, Wooley Pod Milk Weed, Matrimony Vine, Bull Thistle, Purple Thistle, Yellow Star Thistle, and Jimson Weed on State Highway rights of way in Yolo County for the period July 1, 1981 through June 30, 1982 as follows:

Route	
128	Napa County Line to Wihters
80	Solano County Line to Sacramento County Line
113	Solano County Line to Sutter County Line at Knights Landing

AMOUNT NOT TO EXCEED: $ 6,300.00

THIS CONTRACT EXPIRES: June 30, 1982

FILED
JUL 28 1981
Pete E. Lucas
Board Clerk

(continued)

The said Department of Transportation hereby agrees to the terms as above set forth, and hereby agrees to pay the same, provided that by mutual consent this agreement may be modified and that the State reserves the right to terminate this agreement upon written notice to the Contractor.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand the year and date first above written.

DEPARTMENT OF TRANSPORTATION

By Asst District Maintenance Engineer

Approved by KING W. SMITH
DEPARTMENTAL CONTRACT OFFICER

ATTEST PETER McNAMEE, COUNTY CLERK
By Deputy

CONTRACTOR

Firm Name COUNTY OF YOLO

By Robert V. B. L. [illegible]
Chairman, Board of Supervisors

Title or Position

MAIL BILLS IN TRIPLICATE TO:
Dept. of Transportation
PO Box 911, Marysville, CA
95901

FORM OE 125 (REV. 8)

ARTICLE II - COUNTY hereby fixes the time for commencement of said work to be within ten (10) days next after the date of this Contract and for its completion to be within sixty (60) working days next after the actual date of commencement; and further promises and agrees with CONTRACTOR to employ, and does hereby employ, CONTRACTOR to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and COUNTY and CONTRACTOR for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - By my signature hereunder, as CONTRACTOR, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

ARTICLE IV - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Notice to Contractors as being adopted by the Board of Supervisors in that certain resolution which resolution is hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE V - CONTRACTOR agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses

BOOK 1450 PAGE 737

BOARD OF SUPERVISORS
Yolo County, California

FILE:

TO: Agriculture Dept.
Auditor
Dept. of Transp.

ENTRY: #1
EXCERPT OF MINUTE ORDER NO. 81-558 , ITEM NO. 14 OF THE BOARD OF SUPERVISORS
MEETING FOR June 30, 1981 AS INDICATED BELOW:

MOTION: Marchand SECOND: Cameron AYES: DeMars, Marchand, Cameron, Black.
ABSENT: Thompson

12. Approved and authorized the Chairman to sign the following agreements for caretaker services:

A. Agreement No. 81-134, with Ralph Chapman to provide caretaker services at the Putah Creek Angling Access Area.

B. Agreement No. 81-135, with George and Eula Warner to provide caretaker services at the Cache Creek Canyon Regional Park Facility.

13. A. Accepted the bid of DCM Construction in the amount of $277,774.00 on the "Town of Yolo Storm Drainage" project, approved and authorized the Chairman to sign Agreement No. 81-136, when presented for signature.

B. Accepted the bid of M & M Electric in the amount of $14,869.00 on "Signal Improvements on County Road No. 104 (Mace Boulevard) at El Macero Drive", approved and authorized the Chairman to sign Agreement No. 81-137, when presented for signature.

14. Approved and authorized the Chairman to sign Agreement No. 81-138, with the California Department of Transportation to allow the County to charge for the controlling of noxious weeds on State Highway rights-of-way.

15. Approved the following transfer of funds for the Community Development Agency:

A. Transfer of Funds No. 468 in the amount of $1,850.00 for the Building Inspection Division.

B. Transfer of Funds No. 473 in the amount of $6,613.00 for the Housing Division.

C. Transfer of Funds No. 469 in the amount of $1,880.00 for the Housing Division.

STATE OF CALIFORNIA—TRANSPORTATION AGENCY EDMUND G. BROWN JR., Governor

DEPARTMENT OF TRANSPORTATION

DISTRICT 3
P.O. BOX 911, MARYSVILLE 95901
Telephone (916) 674-4287

July 23, 1981

Service Contract
No. 31209

County of Yolo
70 Cottonwood St.
Woodland, CA 95695

Gentlemen:

Attached for your files is a fully executed copy of the Service Contract which was issued to cover the services listed thereon. Payment will be made in accordance with the contract provisions, upon receipt of itemized bills in triplicate. All bills must state the Service Contract Number.

Very truly yours,

LEO J. TROMBATORE
District Director of Transportation

By Gordon L. Bordsen
Deputy District Director, Administration

Attch.

AGREEMENT NO. 81-139

FILED

JUL - 2 1981

PETER McNAMEE, Clerk

By Paula M Cooper, Deputy

COLLEGE WORK-STUDY PROGRAM AGREEMENT

between
University of California, Davis
and
Off-Campus Organization

This AGREEMENT is entered into this first day of JULY, 1981, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation, hereinafter called "University," and YOLO COUNTY DEPARTMENT OF AGRICULTURE, hereinafter known as the "Organization," a (4) COUNTY, for the purpose of providing work to students eligible to participate in the College Work-Study Program.

W I T N E S S E T H

WHEREAS, the University has applied for a grant by the U.S. Commissioner of Education pursuant to Title I, Part C, of the Economic Opportunity Act of 1964, Public Law 88-452, as amended, and has been amended by the Higher Education Act of 1965, Public Law 89-329 and Public Law 90-82 approved September 6, 1967, and has been amended by the Educational Amendments of 1972, Public Law 92-318, the Educational Amendments of 1976, Public Law 94-482, and the Educational Amendments of 1980, Public Law 96-374, to stimulate and promote the part-time employment of students particularly those with great financial need, who are in need of earnings from such employment in order to pursue courses of study at institutions of higher education such as the University; and,

WHEREAS, the University and the Organization desire that certain of the University's students engage in work for public and certified tax exempt private nonprofit organizations under the Work-Study Program authorized by the Act; and,

WHEREAS, the Organization is in a position to utilize the services of such students;

NOW, THEREFORE, the parties hereto agree as follows:

1. This agreement shall supersede any and all prior agreements between the University and the Organization regarding the operation of a Work-Study Program under the provisions of the College Work-Study Program.

2. The University shall be deemed the employer for purposes of this agreement. It has the ultimate right to control and direct the services of the students for the Organization. It shall also determine that the student meet the eligibility requirements for employment under the College Work-Study Program, refer students to work for the Organization, and determine that the students do perform their work in fact. The Organization's right shall be limited to direction of the details and means by which the result is to be accomplished.

3. The University further agrees to use its best efforts to supply students of proper capability but in no event shall be liable to the Organization for their acts of commission or omission.

4. The University of California does not discriminate on the basis of race, color, national origin, religion, sex or handicap in violation of Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, or Sections 503 and 504 of the Rehabilitation Act of 1973; nor does the University discriminate against any employee or applicants for employment on the basis of their age or veteran's status in violation of the Age Discrimination in Employment Act of 1967 or Section 402 of the Vietnam Era Veterans Readjustment Act of 1974. No student shall be denied participation in the Work-Study Program in violation of such laws.

5. The Organization shall use the services of students furnished by the University who are eligible to participate in the Work-Study Program and who are qualified and acceptable to the Organization. The general services to be performed by said students and the rate of compensation therefore are set forth on the attached Exhibit "A."

6. This agreement shall be subject to the availability of funds to the University for the student's compensation not to be paid by the Organization. It shall also be subject to the provisions contained in the Federal statutes and regulations governing the College Work-Study Program cited above, and this agreement, in its entirety, as now amended, or from time to time amended, shall be subject to regulations implementing said legislation.

7. The work performed by such students shall be in the public interest and shall not:

a. Displace employed workers, impair existing contracts for services; nor fill positions that are vacant because the employer's regular employees are on strike.

b. Involve any partisan or nonpartisan political activity associated with a candidate or with a contending faction or group in an election for public or party office.

c. Involve any lobbying on the Federal level.

d. Involve the construction, operation, or maintenance of any facility that is used or is to be used for sectarian instruction or as a place for religious worship.

8. It is agreed that neither the University nor the Organization shall have any obligation to provide transportation for students to and from their work assignments or for compensation in lieu thereof.

9. The Organization agrees to:

a. Provide orientation to the student with regard to hours of duty, place of duties, working conditions, briefing on safety, standards of conduct and a familiarization with the Organization procedures.

b. Provide the student with an explanation of his/her duties, performance requirements in terms of quality, quantity, methods and priorities, and the necessary basic corrective and progressive training.

c. Supervise the services of students participating in the Work-Study Program and permit reasonable supervision by a representative of the University.

d. Ensure that none of the student employees under this agreement will work in any week for longer than forty hours unless such employee receives compensation for employment at a rate of one and one-half times the regular rate at which the employee is paid.

e. Make a report to the University of time worked by students participating in the program, indicating the total hours actually worked each week and containing the supervisor's certification as to the accuracy of the hours reported and of satisfactory performance on the part of the students, at least monthly.

f. Reimburse the University for at least twenty percent (20%) of the total compensation to be paid to students participating in the program at such times as are agreed upon with the University in writing. The reimbursement to the University shall not be requested more often than on a monthly basis.

g. Reimburse the University for 100% of any compensation earned in excess of the maximum eligibility of the student.

10. Compensation to be paid to the students participating in the program will be appropriate, reasonable and in line with wages paid to other persons in the same geographical location who are performing jobs of an identical or similar nature and should be appropriate also with regard to wage rates of permanent agency employees who are performing similar tasks. Rate of compensation shall be subject to approval by the University and will not be less than the current Federal minimum wage as mandated by Section 6(a) of the Fair Labor Standards Act of 1938.

11. Compensation of students for work performed on a project under this agreement will be disbursed--and all payments due as an employer's contribution under State or local workers' compensation laws, under Federal or State Social Security laws, or under other applicable laws, will be made--by the University. Fringe benefits, including holiday pay, sick leave, vacation, overtime for hours worked in excess of forty per week, may not be counted as part of the wage rate nor included when determining the Federal share.

12. It is agreed that the University either on its own initiative or at the request of the Organization shall have the right and power to remove students from work on a specified work assignment, and that the students themselves upon reasonable notice shall have the right to terminate employment.

13. The University can discharge a student from Work-Study employment if s/he ceases to be enrolled in less than a half-time unit course load.

14. The University can require the student to terminate Work-Study employment due to his/her receiving other financial resources which exceed the student's financial need. This may be necessary without prior notice, although the University will attempt to notify the Organization in advance.

15. To the extent authorized by law, the Organization and the University herein conjointly agree to mutually indemnify, hold harmless, and defend the other, its officers, agents and employees from all liability, claims, losses, demands and actions for injury to or death of persons or damage to property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the Organization or the University, or any participant hereunder, resulting from the conduct, negligent or otherwise, of the Organization, the University, their agents, employees, or of any participant in the performance of this agreement.

16. The Organization shall maintain at all times during the performance of this agreement public and property damage liability and insurance or equivalent self-insurance in a minimum amount for each occurrence as specified under "Service Agreements Paragraph 2, a. and b. of Business and Finance Bulletin--63," naming as an additional insured in connection with the Organization's activities, the University, but only with respect to such liabilities as may arise out of the Organization's activities hereunder. The Organization's insurer or administrator of self-insurance shall agree that the above coverages shall be primary and for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance affected by the University except that the above provisions shall not apply with respect to the negligence of the University.

The University shall maintain at all times during the performance of this agreement public and property damage liability and insurance or equivalent self-insurance in a minimum amount for each occurrence as specified under "Service Agreements Paragraph 2, a. and b. of Business and Finance Bulletin--63," naming as an additional insured in connection with the University's activities, the Organization but only with respect to such liabilities as may arise out of the University's activities hereunder. The University's insurer or administrator of self-insurance shall agree that the above coverages shall be primary and for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance affected by the Organization except that the above provisions shall not apply with respect to the negligence of the Organization.

17. This agreement may be cancelled by either party if there is a failure to comply with the provisions of the agreement.

18. This agreement shall terminate on the thirtieth day of June, 1982, unless sooner terminated, and shall be subject to extension by the mutual agreement of the parties hereto in writing.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

BY Marilyn Rush
Marilyn Rush
Research Officer

BY Robert N Blanks
Chairman, Board of Supervisors

ATTEST: PETER McNAMEE, COUNTY CLERK
By Paula M Crapo, deputy

APPROVED AS TO FORM:
CHARLES D. MACK
COUNTY COUNSEL
By
DEPUTY COUNTY COUNSEL

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS
Paula M Crapo
Deputy

Please use this form to update your last Exhibit "A" (which has been included for your reference). Return one copy with your signed Agreement and retain the second copy for your office record.

EXHIBIT "A"

Name of Organization with which written College Work-Study Program Agreement has been made:

YOLO COUNTY ANIMAL CONTROL SHELTER
NAME OF ORGANIZATION
Rt. 3, Box 176
County Roads 24 & 102
ADDRESS

Woodland, CA 95695
CITY

Peggy Stith, Chief of Animal Control
NAME OF DIRECTOR OR PRESIDENT

Same as above
ORGANIZATION'S CONTACT PERSON
FOR THE WORK-STUDY PROGRAM

A general job description of work activities in which the student will be engaged:

STUDENT AIDE
$3.10 MINIMUM

Hourly Wage $5.0712

Number of Students Two

Under close direction and supervision, the student/s will: be working in Animal Control door to door dog licensing survey.

UNIVERSITY OF CALIFORNIA
OFFICE OF FINANCIAL AID

COLLEGE WORK-STUDY PROGRAM
OFF-CAMPUS JOB REQUEST

Job #_____

Position: DOG LICENSE SURVEYOR

Salary: $5.0712 per hour

Full-Time X Part-Time_____

Work Hours: 40 hours per wk. - Flexible hrs.

Starting Date: July 1, 1981

Employer: YOLO COUNTY

Dept.: AGRICULTURE/ANIMAL CONTROL

Apply to: PEGGY STITH

Address: Co. Rds. 102 & 24, Woodland, CA

Phone: 916-662-0016

BRIEF DESCRIPTION OF JOB FOR RECRUITING PURPOSES:

Door to door survey for current Yolo County dog license.

SPECIAL REQUIREMENTS (EDUCATION, EXPERIENCE, SKILLS): NEAT APPEARANCE AND ABILITY TO COMMUNICATE WITH THE GENERAL PUBLIC UNDER STRESS CONDITIONS.

Peggy L. Stith
Authorized Signature

PLEASE RETURN TO: Student Employment Center, University House Annex
University of California, Davis, California 95616
(916) 752-0117

R-26 8/78 (100)

UNIVERSITY OF CALIFORNIA
OFFICE OF FINANCIAL AID

COLLEGE WORK-STUDY PROGRAM
OFF-CAMPUS JOB REQUEST

Job #_____

Position:_____

Salary:_____

Full-Time_____ Part-Time_____

Working Hours:_____

Starting Date:_____

Employer:_____

Dept.:_____

Apply to:_____

Address:_____

Phone:_____

BRIEF DESCRIPTION OF JOB FOR RECRUITING PURPOSES:

SPECIAL REQUIREMENTS (EDUCATION, EXPERIENCE, SKILLS):

Authorized Signature

PLEASE RETURN TO: Student Employment Center, University House Annex
University of California, Davis, California 95616

COLLEGE WORK-STUDY PROGRAM

University of California, Davis

SIGNATURE AUTHORIZATION

Off-Campus Employer

Effective Date 7/1/81

AGENCY Yolo County Agriculture/Animal Control PHONE 662-0016

ADDRESS (County Roads 102 and 24) Rt 3, Box 176 Woodland, CA 95695

Street City State Zip

PERSONS AUTHORIZED TO SIGN WORK-STUDY PARTICIPANT'S EMPLOYEE TIME RECORD

Please type name and title	Signature
Peggy L. Stith	Peggy L. Stith
Herbert W. Chandler	Herbert W. Chandler
Raymond J. Perkins	Raymond J. Perkins

NOTE: A new Signature Authorization Form must be submitted if there is any change in the authorized signatures.

STANDARD AGREEMENT
STATE OF CALIFORNIA
STD. 2 (REV. 11/75)

BK

APPROVED BY THE ATTORNEY GENERAL

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER
☐
☐
☐

THIS AGREEMENT, made and entered into this 9th day of June, 1981, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

AGREEMENT NO. 81-140

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
DIRECTOR	DEPARTMENT OF FOOD AND AGRICULTURE	1253

hereafter called the State, and

COUNTY OF YOLO

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Pursuant to Section 2222 of the Food and Agricultural Code, the Director of Food and Agriculture, State of California, hereinafter referred to as Director, and the County of Yolo, hereinafter referred to as County, acting by and through its Board of Supervisors, hereby agree as follows:

(1) The Director will partially compensate County for services performed by the County Agricultural Commissioner for the purpose of securing more uniform and adequate enforcement of applicable provisions of the Food and Agricultural Code throughout the State, and to otherwise effectuate the purposes of Sections 2221 through 2224 of the Food and Agricultural Code.

(2) The Director agrees to pay the County for the 1981-82 fiscal year, a sum not to exceed Six Thousand Six Hundred Dollars ($6,600.00) to be used for the salary of the Commissioner, payable in arrears on or about June 30, 1982 calculated as follows: Payment will be at the rate of Five Hundred Fifty Dollars ($550) per month for each month the Agricultural Commissioner's position is filled by a qualified person. If the position is vacant thirty (30) consecutive days or less, the annual payment will not be reduced. A vacancy of more than thirty (30) consecutive days will reduce the annual

The provisions on the reverse side hereof constitute a part of this agreement.

(Continued on page 2)

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: DEPARTMENT OF FOOD AND AGRICULTURE	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): COUNTY OF YOLO Agreement No. 81-140
BY (AUTHORIZED SIGNATURE): Betty Turner	BY (AUTHORIZED SIGNATURE): Robert N Black
TITLE: Business Service Officer	TITLE: Chairman, Board of Supervisors
(CONTINUED ON ____ SHEETS, EACH BEARING NAME OF CONTRACTOR)	ADDRESS: P. O. Box 1820, Woodland, Ca. 95695

Department of General Services Use ONLY

GEN. SERV. DEPT. APPROVAL NOT REQUIRED PER SAM 1206

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
By Robert Last
COUNTY COUNSEL

AMOUNT ENCUMBERED	APPROPRIATION	FUND
$ 6,600.00		General
UNENCUMBERED BALANCE	ITEM / CHAPTER	STATUTES / FISCAL YEAR
$	857-101-000	81 81-82
ADJ. INCREASING ENCUMBRANCE	FUNCTION	
$	091-01-102000 701457	
ADJ. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT	
$		

FILED
JUL 22 1981
PETER McNAMEE, Clerk
By Anna M Collins, Deputy

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO. | B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER: Esther Lund — DATE: 7/15

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY — DATE

payment. Partial months after the first thirty (30) days of vacancy will be treated as whole months in computing the reductions. Appointment of a qualified person to fill a vacancy may be for an interim or fixed period, but shall not be at a lower monthly rate or range than that established for the Commissioner's position.

(3) The County agrees that during the term of this agreement, the Agricultural Commissioner's salary will not be reduced either below Nine Thousand Nine Hundred Dollars ($9,900) per year or below the base salary as provided in Section 2221 of the Food and Agricultural Code.

(4) Payment will be made at the end of each fiscal year upon submission of invoice indicating periods that the position of Agricultural Commissioner was actually filled by a qualified person.

(5) The term of this agreement shall be from July 1, 1981 through June 30, 1982. Payment by the Director is subject to the availability of appropriated funds for the purpose of this contract and compliance by the County with the applicable provisions of the Food and Agricultural Code. This agreement may be terminated by either party at any time during this term upon giving not less than thirty (30) days written notice to the other party.

STANDARD AGREEMENT — APPROVED BY THE ATTORNEY GENERAL

STATE OF CALIFORNIA
STD. 2 REV. 1/75

BK

☒ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. S
☐ CONTROLLER

THIS AGREEMENT, made and entered into this 1st day of July, 1981, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

AGREEMENT NO 81-141

TITLE OF OFFICER ACTING FOR STATE	AGENCY	APPROVED / NUMBER
Director	Department of Food and Agriculture	1137

hereafter called the State, and

County of Yolo

hereafter called the Contractor.

Audrey Yolori
Department of Finance

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

This agreement is contingent upon passage by the State of California Legislature of an appropriation from which expenditures thereunder legally may be made and shall not obligate the State of California upon failure of the Legislature to so appropriate.

The Director of Food and Agriculture, State of California, hereinafter referred to as Director, and the County of Yolo, hereinafter referred to as County, hereby agree as follows:

The Director will subvent to the County a sum of $42,288 for the purpose of enforcing and implementing pesticide permit regulations established by California Administrative Code, Title 3, Chapter 4, Subchapter 1, Group 2, Article 20, Section 2452, Subsection (a) and as may be amended during period of contract; for the period July 1, 1981 through June 30, 1982.

It is agreed that it will take two work years to carry out these regulations and the sum of $42,288 covers a cost of living increase and one full year of operation under regulations adopted under AB 3765. The County will enforce and implement these regulations in

The provisions on the reverse side hereof constitute a part of this agreement. (Continued on Page 2)

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

FILED
SEP - 2 1981
BOARD OF SUPERVISORS
COUNTY OF YOLO
CALIFORNIA

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: Department of Food and Agriculture	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): County of Yolo Agreement NO. 81-141
BY (AUTHORIZED SIGNATURE): Kathryn Turner	BY (AUTHORIZED SIGNATURE): Robert N Blank
TITLE: Business Service Officer	TITLE: Chairman, Board of Supervisors
(CONTINUED ON ___ SHEETS, EACH BEARING NAME OF CONTRACTOR)	ADDRESS: P. O. Box 1820, Woodland, Ca. 95695

Department of General Services Use ONLY

FORM | POLICY | BUDGET

Department of General Services
APPROVED
AUG 13 1981
BY
Asst. Chief Counsel

AMOUNT ENCUMBERED	APPROPRIATION	FUND
$ 42,288	Subvention	General
UNENCUMBERED BALANCE	ITEM / CHAPTER / STATUTES / FISCAL YEAR	
$	857 / / 1981 / 81/82	
ADJ. INCREASING ENCUMBRANCE	FUNCTION	
$	PESTICIDE ENFORCEMENT 4-01-103-00-457	
ADJ. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT	
$	Subvention	

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. T.B.A. NO. / B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER: Kathryn Turner — DATE: 9/5/81

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1200 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY — DATE

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

Deputy

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS

The undersigned Deputy Clerk
of the Board of Supervisors
certifies that pursuant to
Section 25103 of the Gov-
ernment Code, this document
has been made to the
Chairman of the Board of Sup-
ervisors.

accordance with the attached "Protocol--Restricted Material Issuance and Follow-Up" which is identified as "Exhibit A" which by this reference is made a part hereof.

The payment of monies to the County shall be made no more frequently than quarterly at the end of each calendar quarter commencing July 1, 1981, after receipt and approval of itemized invoices submitted in triplicate, referenced by "Contract 1137." All invoices are to be submitted for approval to Chief, Pesticide Enforcement, Department of Food and Agriculture, 1220 N Street, Room A-170, Sacramento, CA 95814.

The County shall maintain and make available for audit by the State or its representative a record of all disbursements made under this agreement. The record shall be maintained for a period of two years from and after June 30, 1982, or until the completion of such audit and issuance of a release of accountability, whichever comes first.

Except as provided in paragraph 3, appearing on the reverse side of Standard Agreement Form 2, either party may terminate this agreement by giving written notice thereof at least thirty (30) days prior to the effective date of termination.

The attached Fair Employment Practices Addendum is by this reference made a part thereof.

This agreement shall not be considered effective unless signed by both parties and approved by the Department of General Services.

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
By
DEPUTY COUNTY COUNSEL

Exhibit "A"

PROTOCOL

RESTRICTED MATERIALS ISSUANCE AND FOLLOW-UP

Evaluation of Restricted Materials Permit

The County shall:

1. Verify completeness of information.

2. Locate application site(s). For example, on county map, aerial photo, or map supplied by the grower. (Site = no larger than the farm operator's contiguous property; no smaller than one crop location.)

3. Evaluate surrounding areas that could be adversely impacted such as residential areas, waterways, schools, etc.

4. Decide if standard county permit conditions are adequate for each site. Add any necessary permit conditions by site.

5. If, in the county agricultural commissioner's judgment, adequate special permit conditions do not exist, determine the feasibility of alternatives. If there are feasible alternatives, deny permit.

6. Inform permittee of notice of intent requirements, safety information series requirements, availability of pest mangement guides, and pesticide use reporting requirements.

7. Issue permit or deny with cause.

Review of Notices of Intent (NOI)

The County shall:

1. Read or listen to all notices of intent submitted, using the following criteria for evaluation, and compare against the permit if necessary.

   A. Locations of the application.

   B. Environmental conditions have changed since the permit was issued (local knowledge or specified in NOI).

   C. Individual has a history of noncompliance.

   D. Should this NOI be included in the five percent annual monitoring?

Preapplication Site Inspection

The County shall:

1. Select sites for inspection from those NOI's identified during review.

   A. Compare against permit.

   B. Determine if proposed application will be in compliance with permit conditions.

2. At the site, determine if environmental conditions are as described in permit/NOI.

3. Determine basis for application:

   A. What is the basis?

   B. Is pest a logical or expected one?

   C. Is pest consistent with permit?

   D. If written recommendation was made, was method of determining need acceptable?

   Field evaluation of pest condition necessary only when 3(A) through (D) show a problem or when the pest control operator's compliance history warrants.

4. If environmental conditions are different, or if basis for application is inadequate, amend permit or stop application.

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his/her records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgement having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his/her surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

**See Labor Code Sections 1411 - 1432.5 for further details.*

FILED

JUL 18 1981

PETER McNAMEE, Clerk

By Paula M. Cooper, Deputy

AGREEMENT NO. 81-142

AMENDMENT TO PRINCIPAL AGREEMENT
FOR PUBLIC TRANSPORTATION SERVICES

THIS FIRST AMENDMENT to that certain Agreement dated the 21st day of September, 1976, between the SACRAMENTO REGIONAL TRANSIT DISTRICT, therein referred to as "RT" and the COUNTY OF YOLO therein referred to as "COUNTY" is hereby entered into on this 30 day of June, 1981.

W I T N E S S E T H:

WHEREAS, by Agreement dated September 21, 1976, RT agreed to provide transportation services to the COUNTY OF YOLO in accordance with an established level of compensation; and

WHEREAS, by letter dated March 3, 1981, RT provided written notice of intent to terminate the agreement effective June 30, 1981; and

WHEREAS, both parties now desire to extend the term of the principal agreement and to make other changes deemed necessary.

NOW, THEREFORE, THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:

AMENDMENTS TO PRINCIPAL AGREEMENT DATED September 21, 1976:

1. Paragraph G "AUTOMATIC ADJUSTMENT OF RATES" of the principal agreement is amended to read as follows:

"G. AUTOMATIC ADJUSTMENT OF RATES: It is agreed between the parties that the rates per unit of service to be charged are dependent upon costs to "RT" of rendering all service. Effective July 1, 1981, service costs shall be allocated in accordance with

the methodology approved by the "RT" Board of Directors as set forth in Resolution No. 81-707, adopted on January 26, 1981.

By July 1 of each year, or as soon thereafter as the "RT" budget is adopted, "RT" will certify the new rates to be applied during the ensuing fiscal year.

In the event the "RT" budgetary process is not completed by July 1, an automatic increase of ten percent in the rates will be reflected in the July 1 Exhibit "I" which rates shall apply until such time as the true rates are derived at the completion of the budgetary process, and a substitute Exhibit "I" is submitted. If the actual rates are less than ten percent, a credit will be reflected in the substitute Exhibit "I" for the excess charged between July 1 and the time the true figures are derived. If the actual rates are higher than ten percent, there will be no additional charge for service rendered during the interim period. Whether greater or lower, the actual rates shall apply thenceforth.

2. Paragraph I "TERM" of the principal agreement is amended to read as follows:

"I. TERM: This Agreement shall commence on the first day of July, 1976, and shall terminate effective September 6, 1981, unless notice specifying the nature and level of service that is to be continued is given to RT in the manner provided by paragraph "D" ninety (90) days in advance of the last Sunday occurring before the opening of the 1981 Fall Semester of the Sacramento City Unified School District."

3. Paragraph Q "PUBLIC HEARINGS" is hereby added to the principal agreement as set forth below:

"Q. PUBLIC HEARINGS: In those instances where COUNTY proposes a substantial service change (other than a change in fares) as defined in 49 CFR §635.7, then COUNTY agrees to conduct a public hearing in accordance with the requirements of §635.1 and §635.9 of Title 49 of the Code of Federal Regulations prior to the effective date of the change in service. Upon request, RT shall advise COUNTY whether or not a proposed service change requires a public hearing under the above referenced regulations, and upon request will provide copies of the regulations setting forth the hearing requirements.

Similarly, in those instances where COUNTY proposes a service change (other than a change in fares) that is subject to an environmental determination under the California Environmental Quality Act (Calif. Public Resources Code §21000 et seq.), then COUNTY shall be the lead agency for all purposes of the Act.

4. All other provisions of the principal agreement dated September 21, 1976, shall remain the same and in effect.

5. The amendments herein provided shall be effective commencing July 1, 1981.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

SACRAMENTO REGIONAL TRANSIT DISTRICT, a public corporation

By _____
ROBERT W. NELSON, General Manager

By _____
GRANTLAND L. JOHNSON
Chairman

A T T E S T:

ROBERT W. NELSON, Secretary

By _____
JAMIE KHAN, Asst. Secretary

COUNTY OF YOLO, a political subdivision of the State of California

By _____
Chairman of the Board of Supervisors

A T T E S T:

By _____
CLERK

A P P R O V E D A S T O F O R M:

By _____
MARK W. GILBERT, Attorney
Sacramento Regional Transit District

By _____
COUNTY COUNSEL

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK
BOARD OF SUPERVISORS

_____
Deputy

REGIONAL TRANSIT MEMO

DATE: June 26, 1981

AGREEMENT NO. 81-143

TO: County of Yolo

FROM: Sacramento Regional Transit District

RE: Exhibit I -- 1981 Service Contract

Pursuant to Paragraphs "B" and "E" of the Agreement for Public Transportation Service entered into on the twenty-first day of September, 1976, the following table hereby sets forth the level of service and associated costs agreed to by Regional Transit and the County of Yolo for the period July 1, 1981 thru December 31, 1981.

BUS LINES:	40,41,42,43,44,45	
LEVEL OF SERVICE:	13,302 hours	271,269 miles
RATES:	$23.346/hour	$1.4859/mile
OPERATING COST:	Combined Rate	$713,641
	Depreciation	9,200
	TOTAL	$722,841
CREDITS:	Fares	$179,300
	Local General Fund	1,500
	UMTA Section 5	70,682
		$251,482
NET COST:		$471,359

Specifically, the net cost of operating lines 40, 41 and a portion of line 42 attributable to County of Yolo are:

Service Period	Lines	Service Level	Rates	Total Cost	Credits	Net Cost
7/1/81 thru 12/31/81	40/41 Portion of 42	4,752 hrs. 51,824 mi.	$23.346/hr $1.4859/mi.	$ 173,933 $ 73,289 $ 4,200*	Fares: $ 94,700 Local Gen. Fund: $1,500 UMTA Sec. 5: $32,909	
				$ 251,422	$129,109	$122,313

*Depreciation expense on equipment purchased with local funds not attributable to Contract Jurisdictions.

Modifications to this service level shall be accomplished in the manner set forth in the above-cited Agreement.

Lloyd H Rotstein

DIRECTOR OF PUBLIC WORKS, County of Yolo

GENERAL MANAGER, Regional Transit

RECEIVED
AUG 24 1981
CLERK OF THE
BOARD OF SUPERVISORS

FILED
AUG 24 1981
PETE E. LUCAS, Clerk of the
BOARD OF SUPERVISORS
BY [illegible]
DEPUTY

AGREEMENT NO. 81-144

(Memorandum of Understanding)

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the County of Yolo, hereinafter referred to as the COUNTY, and the Yolo County Government Employees' Association, hereinafter referred to as the ASSOCIATION.

PREAMBLE

It is the purpose of this Memorandum of Understanding to achieve and maintain harmonious relations between the County and the Association, to provide for equitable and peaceful adjustment of differences which may arise, and to establish wages, hours, and other conditions of employment.

ARTICLE I

RECOGNITION

A. The County recognizes the Association as the exclusive bargaining agent for all County employees working in those classifications listed in Appendix A.

B. New Positions.

In June and December, and at other times as necessary, representatives of the County and Association shall meet for the purpose of assigning any newly created classifications to a bargaining unit. Such assignments shall be by mutual agreement. If the parties fail to agree, the issue shall be submitted to the Labor Relations Panel for determination.

ARTICLE II

ASSOCIATION SECURITY

A. Maintenance of Membership.

Each employee covered by this Memorandum of Understanding who, on the effective date of this Memorandum of Understanding, is a member of the Association, and each employee covered who voluntarily becomes a member after that date, shall maintain his/her membership in Association during the term of this Memorandum of Understanding.

1. Notwithstanding Section A. above, members may withdraw from the Association during the 30 day period immediately preceding the expiration of this Memorandum of Understanding only by filing a written notice of withdrawal with the Association and the Auditor's Office.

B. Checkoff.

Association shall have the sole and exclusive right to

have membership dues deducted by the County on payroll deduction for all employees covered by this Memorandum of Understanding and such deductions as to any employee covered shall not be permissible except to the exclusive representative.

1. County shall deduct Association dues and voluntary payroll deduction programs from employees' pay when they so request. County shall pay over to the Association or designated payee within 15 days all sums so deducted.
2. In the event an Association member requests termination of payroll dues deduction, County shall notify Association within 72 hours of such request.
3. Association shall indemnify and hold the County harmless from any and all claims, demands, and suits arising from maintenance of membership as provided herein.

ARTICLE III

DISCRIMINATION

The County agrees not to discriminate against any employee for his/her activity on behalf of, or for his/her membership in the Association, provided however, such activity is conducted in accordance with this Memorandum of Understanding.

ARTICLE IV

EMPLOYEE RIGHTS

A. Personnel Files.

1. County recognizes the employee's rights under State and Federal privacy laws to confidentiality of personnel files. County accepts responsibility for maintaining confidentiality and physical security of these files. Every County employee has the right to review his/her personnel files at reasonable intervals during the regular business hours of the County. Employees have the right to respond in writing or personally to any information in their files. Such response becomes a permanent part of the employee's personnel record.
2. The Personnel Services Agency shall maintain the official personnel file for each employee. A working personnel file also may be maintained within the employee's department. There shall be no other personnel files maintained.
3. Only job related material shall be maintained in the personnel files. No entry shall be made in a personnel file unless and until the employee is provided with a copy of said entry.

4. Matters of a derogatory nature which have not in and of themselves provided the basis for disciplinary action within six (6) months from the date of entry into the official personnel file shall not be used as a basis for any future disciplinary action by themselves. However, an accumulation of matters of a derogatory nature, some of which may exceed six (6) months, may lead to disciplinary action. The six month period shall be extended by the pendency of a criminal action involving the conduct.

5. Any materials maintained in the department's working personnel file that have not been properly placed in the official file on or before the employee's next evaluation shall be removed and destroyed.

6. No materials maintained in the working personnel file may be used as the basis for, or as supporting documentation in, any proposed disciplinary action unless and until said materials are placed in the official personnel file in accordance with Section A.3. above.

7. An employee may grieve the placement of any material into his/her official personnel file. Such a grievance, if brought, may only be pursued through Step 2 of the formal grievance procedure. Formal letters of reprimand placed in the official personnel file may be grieved up to and including appeal to the Labor Relations Panel.

8. Nothing in this article shall be construed so as to limit supervisory/management employees from maintaining desk notes, communication and/or caseload files which may be related to employee performance. Any such materials shall be subject to Section(s) A.3. and A.5. above.

B. Performance Evaluation.

1. Employees shall be evaluated in accordance with Yolo County Code Section 2-6.32 and administrative rules and regulations adopted by the County. Annual evaluations are expected to be completed not less than thirty (30) days nor more than forty-five (45) days prior to the employee's anniversary date. Should an employee's anniversary date be overlooked or an evaluation be late and, upon discovery of the error, the employee be recommended for the anniversary increase, the County Auditor-Controller's office, on the following month's payroll shall compensate the employee for the

additional salary he would have received, dating from his anniversary date.

2. Evaluations shall include narrative remarks to support the overall rating.

3. Employees who receive ratings of overall less than Satisfactory shall have included with their evaluations:

   a. Clear statement of the problem, to include specific areas and evidence of prior counseling;

   b. Suggested remedial action;

   c. Suggested time frame for improvement.

   Evaluations that recommend terminations or rejection from probation, need not include items (B) and (C) above.

4. Employees may respond in writing to a performance evaluation.

5. If an employee feels that a performance evaluation is an abuse of discretion, he/she may rebut in writing within ten (10) working days of receipt of the final evaluation. The employee may, at the same time, submit a formal appeal of the evaluation to the department head raising specific issues of disagreement. The department head shall render a written decision on the appeal addressing the specific issues the employee raises within ten (10) working days of receipt of the appeal. If not satisified with the department head's response, the employee may prepare a formal rebuttal which shall be attached, with the response, to the evaluation in the personnel file.

6. An evaluation may only be appealed to the department head for review if the employee receives an overall rating of less than Satisfactory. The evaluation may be modified by or at the direction of the department head only if he determines that it is unsupported by factual data and/or is arbitrary or capricious.

7. Outstanding performance shall be recognized as well as less than satisfactory performance.

C. Conflict of Interest and Disclosure Statements.

Each bargaining unit employee who is affected shall be furnished with a copy of the conflict of interest code adopted by the department in which the employee serves. The County shall see that the County Clerk maintains forms for statements required of bargaining unit employees by the conflict of interest provisions of the

Political Reform Act of 1974 and conflict of interest codes adopted thereunder.

ARTICLE V

ASSOCIATION RIGHTS

A. Employee Contact:

The Association Representative of the Yolo County Government Employees' Association shall have the right to contact individual employees working within the representation unit on matters of Association business. Contact may be made at the work site of the employee during normal business hours with prior approval of the employee's supervisor. Such approval shall not be unreasonably denied.

B. Meetings.

1. Any authorized representative of the Association shall be permitted to conduct employee meetings on matters within the scope of representation, in county facilities, before and after shifts and during meal periods providing that reasonable notice be given to the department head or designee in advance and facilities are reserved as set forth in Section B.2.

2. The Association shall have use of County facilities for meetings of off duty employees and the Association, provided that the Association has requested the facility reasonably in advance of the meeting and has received approval of use from the department in charge of the facility, on the same basis as other organizations.

C. Communications.

The Association shall have the right to reasonable use of space on County bulletin boards and the County mail system. The Association shall have use of the County telephone system to communicate with departmental employees provided that the Association pays all costs of such use.

D. Release Time.

The Association shall have a cumulative total of 126 hours of release time off during the term of this Memorandum of Understanding without loss of pay or benefits to engage in Association business. Said 126 hours of release time may be used by one person or divided among any number of officers or designated Employee Representatives. In all cases of release time, the Association shall notify the employee's supervisor, in writing if possible, of the need for such release

time and secure permission from the supervisor before leaving a work assignment. Such permission shall not be unreasonably denied. If release time is granted, the employee shall provide a leave slip to the supervisor which will be forwarded to the personnel office for record keeping purposes.

E. Exclusive Rights.

County recognizes the exclusive right of the Association to represent members of the bargaining unit on all matters relating to employment conditions and employer-employee relations subject to the employee's right of self-representation pursuant to Government Code Section 3503.

F. Grievance Processing.

Employee representatives may investigate and process formal grievances filed by employees.

G. The Association Office shall be notified upon the arrival of a CAL-OSHA representative conducting an on-site walk-around safety inspection of any area, department, division or other subdivision of the County.

ARTICLE VI
MANAGEMENT RIGHTS

The County shall have the exclusive right to determine the merits, necessity and organization of any service or activity of County government and to determine all matters concerning the management or administration of County government, subject to the provisions of this Memorandum of Understanding and applicable law.

ARTICLE VII
HOURS AND OVERTIME

A. The standard work week for all employees covered by this Memorandum of Understanding shall consist of forty (40) hours during seven consecutive days. The pay period shall end at 12:00 midnight on each second Saturday except for any department in which midnight falls within a shift. The pay period for such departments shall end at the beginning of the next shift after midnight. The payment of salaries shall normally be made on the Friday following the end of the pay period.

1. The standard work day for all employees covered by this Memorandum of Understanding shall consist of eight (8) hours.

B. Alternative Work Schedules.

1. A department head may, with prior approval of the County Administrative Officer, establish alternative work schedule for employees of his/her department.
2. Any employee or group of employees desiring an alternative schedule may request, in writing, that the department establish such a schedule. Requests for flex time schedules shall not be unreasonably denied.
3. Any schedule recommended by a department head that provides for scheduled work days which exceed eight (8) hours of work, must be approved by the Board of Supervisors.
4. For purposes of this section, alternative work schedules shall mean either:
   a. Alternate Work Week
      A bi-weekly work schedule consisting of eighty (80) hours of work in no fewer than eight (8) work days, and with no more than ten (10) hours scheduled on any work day.
   b. Flex Time Schedule
      A weekly work schedule consisting of forty (40) work hours during five (5) work days at other than normally scheduled hours.
5. Alternative work schedules may be discontinued at any time it is determined that such schedules inhibit the maintenance of County operations and/or services.

C. Meal Periods.

1. When working a shift scheduled to be six (6) or more hours, an employee shall be granted a duty free, unpaid meal period of sixty minutes at or near the midpoint of the shift, except in those departments where scheduling requires a shorter period.
2. An employee may arrange to have a shorter meal period by obtaining prior approval of the department head or designee.
3. After each four (4) hour segment of overtime worked, an employee shall be granted a thirty (30) minute duty free, unpaid meal period.

D. Rest Periods.

1. In each four (4) hour segment of work, an employee shall be entitled to a paid rest period of not less than 15 minutes.
2. Notwithstanding Section D.1. above, when working a shift scheduled to be six or less hours, an employee

shall be granted at least one (1) paid rest period.

3. After each two (2) hour segment of overtime, an employee shall be granted a fifteen (15) minute paid rest period.
4. Rest periods shall be considered time worked.
5. Rest period time not taken shall not be accumulated.

E. Shift Differential.

1. Except as provided below, employees shall be paid an additional $0.45 per hour for each hour worked on a shift that begins at or after 2:00 p.m. and prior to 10:00 p.m., employees shall be paid an additional $0.60 per hour for each hour worked on a shift which begins at or after 10:00 p.m. and prior to 6:00 a.m.
2. Employees in classifications in nursing, laboratory and x-ray shall be paid an additional $0.60 per hour for each hour worked on a shift that begins at or after 2:00 p.m. and prior to 10:00 p.m. Employees in these classifications shall be paid an additional $0.75 per hour for each hour worked on a shift which begins at or afer 10:00 p.m. and prior to 6:00 a.m.
3. Employees shall not be entitled to shift differential pay for overtime work.
4. Employees working alternative work schedules on a day shift shall not be entitled to shift differential.
5. Shift differential shall be paid only for time worked. No employee shall receive shift differential pay while on vacation, sick leave, or as in lieu holiday pay.
6. Where an individual employee requests a change in hours on a day shift, said employee may waive entitlement to shift differential as part of such a request.

F. Overtime.

1. All hours worked in excess of the standard eight (8) hour work day or the standard forty (40) hour work week shall be paid at the overtime rate of 1-½ times the regular hourly rate.
2. If an employee is on an approved alternative work schedule, overtime will only be paid for hours worked in excess of eighty (80) hours in a bi-weekly pay period.
3. All hours worked on an employee's regularly scheduled day off shall be paid at the overtime rate provided the overtime was authorized in advance by the supervisor, or the employee was directed to work overtime.

Notwithstanding the above, a Department Head and employee may mutually agree to change the employee's regularly scheduled days off.

4. All hours worked on a County-observed holiday shall be paid at the overtime rate.
5. In no event may an employee's work schedule be changed during the same bi-weekly pay period when the purposes of such change is to avoid payment of overtime.
6. Compensatory time off may only be taken upon the prior approval of the department head or designee.
7. Accrued compensatory time shall be paid when an employee leaves County employment.
8. County shall notify employees of the need for overtime to be performed as early in advance as possible.
9. Overtime shall be distributed as equitably as possible among bargaining unit employees.

G. Call Back.

1. When an employee is called back to work after he/she has completed an assigned shift and left the worksite, the employee shall be credited for one and one-half (1½) hours of work, plus any and all time worked in excess of one and one-half (1½) hours in which the employee is continuously engaged in assigned work.
2. Call back time shall be paid at the overtime rate.
3. Time worked, for which the employee is entitled to compensation, shall include reasonable travel to and from the employee's residence via the shortest commonly traveled route.

H. Standby Duty.

1. When an employee is assigned standby duty, the County shall inform the employee of the dates and hours of such assignment at least one (1) week in advance, except in unforeseen circumstances.
2. Employees on standby duty shall be paid at the rate of $0.75 per hour on regular work days and $1.00 per hour on days off for the entire period of such assignment, and such compensation shall be paid not later than the subsequent pay period.
3. Employees on stand-by duty in the classifications of nursing, laboratory, and x-ray shall be paid at the rate of $1.50 per hour on regular work days and days off for the entire period of such assignment, and such compensation shall be paid not later than the subsequent pay period.

4. Standby duty requires the employee so assigned:
   a. To be ready to respond immediately to calls for service;
   b. To be reachable by telephone;
   c. To remain within a reasonable distance of the work location; and;
   d. To refrain from activities which might impair ability to perform assigned duties.

I. Job Sharing.

1. Any two (2) employees within the same department who hold permanent full-time positions of the same classification may petition their department head to allow them to share one (1) of said positions.
2. The parties agree that if such a request is approved, the County may, but has no obligation to, return either participant to full time status if requested to do so.
3. It is understood that employees who request and have approved job sharing arrangements shall only be entitled to the rights and benefits which accrue to regular part-time employees.
4. Any denial of a job sharing request pursuant to this section shall not be grievable.

ARTICLE VIII

OCCUPATIONAL HEALTH

1. County and Association agree that the maintenance of employee's physical health is a basic component of satisfactory work performance; that a program of medical examination and review of physical condition as it relates to performance of assigned job duties is appropriate.
2. The physical requirements of jobs will be determined and job-related standards will be developed and implemented by the County. All new regular employees must take and successfully pass a pre-employment medical examination. All regular permanent employees may be required to take and successfully pass a medical examination when the employer has cause to believe that the employee's health and/or physical condition may be a detrimental factor to the employee or to others with whom the employee works. Regular permanent employees unable to successfully pass a job-related medical examination due to medical conditions which are identified as medically correctable and job-related

will be allowed a reasonable period to correct such condition.

3. Medical examinations shall be performed by a physician from a panel designated by the County. Said panel shall consist of at least three (3) physicians with expertise and experience in industrial medicine. Medical examinations ordered by the County under this provision shall be at no cost to the employee. Appointments for such examinations shall be on County time.
4. If adverse action is proposed to be taken against an employee as a result of said medical examination, employee has the right to obtain a second examination by a physician of his/her choice selected from the aforementioned panel at no cost to the employee. The report of the second examination shall be considered prior to the County proceeding with any adverse action.
5. County shall propose the composition of the panel and the Association shall have the right to reject any panel member at the time his/her name is proposed.
6. Uncorrected job-related medical conditions determined to be incapacity for performance of duty as defined and governed by Title 2, Division 5, Part 3, Chapter 8, Article 3 of the California Government Code, commencing with Section 21020, shall be handled according to that section. The above referenced provisions of the Government Code provide that the employer may determine disability and petition the Public Employees' Retirement System, State of California, for a disability retirement. For this purpose, County will designate the examining physician and undertake the costs of medical examination.

ARTICLE IX
PAY AND ALLOWANCES

A. PERS Contribution.

Effective the pay period beginning June 28, 1981, the County shall pay into employee's account 6/7th of each employee's retirement contribution to PERS.

B. Equity Adjustments.

County agrees to make certain equity adjustments as set forth in Appendix A.

C. All regular paychecks of employees in the bargaining unit shall be itemized to show all mandatory and voluntary deductions, overtime, holiday pay, additional wage premiums, sick leave and vacation recorded as of date of issue.

D. Payroll Errors:

Any payroll error resulting in incorrect payment for an employee in the bargaining unit shall be corrected no later than the work day following receipt of the incorrect warrant by the department head or Auditor's Office.

E. Payroll Adjustments:

Any payroll adjustments due an employee in the bargaining unit as a result of working out of class, recomputation of hours or other reasons other than procedural errors shall be payable and included in accordance with the payroll cutoff date.

F. Lost Paychecks:

Any paycheck for an employee in the bargaining unit which is lost after receipt or which is not delivered within seven (7) days of mailing, if mailed, shall be replaced the workday following employee's demand of the Auditor's Office for replacement of the check.

G. Salary on Status Change:

1. Salary on Transfer:

Any employee who is transferred from one position to another in the same salary range shall be compensated at the same step in the salary range as previously received. The employee's salary anniversary date for further merit step advancement shall not change. A transfer does not change the employee's accrued hours of compensatory time, vacation, sick leave, or floating holiday.

2. Salary on Title Change:

Any employee whose title has been changed to a title having the same salary range shall be compensated at the same step in the salary range. The employee's salary anniversary date for further merit step advancement shall not change.

3. Salary on Promotion:

Any employee who is promoted to a position having a higher salary range than the position formerly occupied shall receive the minimum step in the new range which provides for no less than a 5% increase rounded to the nearest dollar. This change shall take effect as of the date the appointment becomes effective. Any employee who is eligible for a merit step advancement in his present salary range shall receive such advancement first if recommended by the Department Head. The

employee shall receive a new salary anniversary date upon appointment. Any employee who is promoted permanently to a position he is holding as a provisional employee shall be appointed as of the date of the provisional appointment.

4. Salary on Reclassification:

The salary of an employee in a position which has been reclassified shall be determined as provided for elsewhere in this Memorandum of Understanding.

5. Salary of Provisional Employees:

Any regular employee who is appointed as a provisional employee to a position having a higher salary range shall receive the minimum step in the new range which provides for no less than a 5% increase in compensation rounded to the nearest dollar. If the employee is eligible for a merit step advancement on the same day as the provisional appointment begins, the merit step shall be granted first if recommended by the Department Head. While a provisional employee, the employee shall not receive a new anniversary date. Upon permanent appointment to the position, the employee will receive a new salary anniversary date beginning from the first of the month following the date the provisional appointment was made. Provisional appointees will be eligible to receive a merit step advancement after six months of continuous full-time service in the position, if appointed on the "A" step.

6. Salary on Demotion:

When an employee is demoted to a position having a lower salary range than the position from which he was demoted, the salary of the employee shall be designated as a Y-rate, and shall not change during continuous service until the salary of the new position exceeds the employee's present salary.

The provisions of this section shall not apply to demotions which are a result of disciplinary action, voluntary demotion, and/or layoff.

7. Salary on Range Change:

Any employee who receives a range change to a higher salary range shall advance to the step in the new range corresponding to the step in the prior range. Any employee who is eligible for a merit step advancement in his present range shall receive such advancement first, if recommended by the department head and then

shall be advanced in accordance with this section. The employee's salary anniversary date for further merit step advancement shall not change.

8. Additional Compensation for Working Out of Class:
Employees may be assigned to work out of class. Any regular employee who is assigned to a position having a higher salary range shall receive the minimum step in the new range which provides for no less than a 5% increase in compensation rounded to the nearest dollar. Compensation at the higher rate shall not commence until the employee has been assigned to and performed the duties of the higher classification for five (5) working days. No employee shall be assigned such additional duties for more than three (3) months.

H. Mileage:

1. Any employee in the bargaining unit shall be entitled to reimbursement for each mile traveled on County business in the employee's private vehicle. Reimbursement will be made in accordance with the Board of Supervisor's Resolution Number 79-92 adopted June 12, 1979.
The mileage rate shall be determined quarterly by the Board of Supervisors based upon the mean price of unleaded gasoline established as provided below. The mileage rate shall be set in accordance with the following table:

Mean Price	Reimbursement Rate
$0.71/gallon or less	$0.17 per mile
$0.72 - $0.85/gallon	$0.18 per mile
$0.86 - $0.99/gallon	$0.19 per mile
$1.00 - $1.13/gallon	$0.20 per mile
$1.14 - $1.27/gallon	$0.21 per mile
$1.28 - $1.41/gallon	$0.22 per mile
$1.42 - $1.55/gallon	$0.23 per mile
$1.56 - $1.69/gallon	$0.24 per mile
$1.70 - $1.83/gallon	$0.25 per mile
$1.84 - $1.97/gallon	$0.26 per mile

2. The mean price of unleaded gasoline shall be determined in the following manner:
   a. The Director of Personnel shall cause to be selected randomly a sample of five (5) major brand retail outlets from a list of such retailers operating within the boundaries of Yolo County.
   b. On the first, tenth, and twentieth days of September, December, March, and June the pump price of unleaded regular gasoline at each sampling

location will be recorded by the County. Both "self-serve" and "full-serve" prices will be recorded where available.

c. A mean price will then be determined from the total number of recorded prices. The mean will be rounded to the nearest one cent.

d. The mean price thus determined will be used to set the reimbursement rate for the next calendar quarter.

The Board of Supervisors under this procedure shall not establish a mileage rate in excess of $0.26 per mile.

3. If the mean price per gallon for unleaded gasoline determined for any calendar quarter exceeds $1.97, the County agrees to meet and confer with the Association, if requested, to make appropriate changes in the reimbursement rate.

I. Meals:

1. Employees in the bargaining unit shall be entitled to reimbursement for necessary meal expense incurred while on official County business approved by the Department Head or his designee.

2. Within seven (7) working days of submission of a claim to the Department Head, a warrant will be issued to the employee.

3. Meal reimbursement will be at the following rates without having to submit a receipt:

Breakfast	$3.50
Lunch	5.00
Dinner	8.50
Full Day	$17.00

4. In addition to the above schedule, tips not to exceed 15% of cost of meals will be paid.

J. Lodging:

1. Employees in the bargaining unit shall be entitled to reimbursement for lodging while out of County on official County business, up to $35.00 per night plus taxes and surcharges, if any.

2. Within seven (7) working days of submission of a claim to the Department Head, a warrant will be issued to the employee.

K. Bilingual Pay:

County agrees to maintain the current Bilingual Pay

Plan and compensation rates during the term of this Memorandum of Understanding.

L. Longevity Pay:

1. Employees in the bargaining unit shall be eligible for advancement to the F step of their salary range on their salary anniversary date after five (5) years continuous service rendered on the E step in the classification, provided the last annual performance evaluation was overall satisfactory or above.
2. Bargaining unit employees shall be eligible for advancement to the G step of their salary range on their salary anniversary date after five (5) years continuous service rendered on the F step in that classification, provided the last annual performance evaluation was overall satisfactory or above.
3. Employees hired subsequent to July 13, 1980, shall not be eligible for longevity pay. This provision shall apply to reinstatements, but not to employees on approved leave status or reinstatments as the result of a layoff.

M. Deferred Compensation.

1. The County and Association agree to meet and develop mutually agreeable deferred compensation investment options. The effective date for implementation shall be no later than September 1, 1981.

ARTICLE X
EMPLOYEE EXPENSES AND MATERIALS

A. Uniforms:

The County shall furnish and maintain uniforms or clothing required by the County to be worn or used by bargaining unit employees.

1. Notwithstanding A. above, the County, at its option, may provide a clothing allowance sufficient to cover the cost of County required uniforms or clothing in lieu of providing uniforms or clothing.
2. County agrees to provide to employees in the classifications of Animal Control Officer I & II, Chief Animal Control Officer, Road Maintenance Worker I, II, III, & IV, District Road Superintendent, uniforms as provided for by salary resolution footnotes.

B. Tools:

1. The County agrees to provide all tools, equipment, and supplies reasonably necessary to bargaining unit employees for performance of employment duties.

2. Notwithstanding B.1. above, in trades where the tools or equipment are normally owned by the employee, the County may require that the employee furnish his own hand tools. In such event, the County will provide a safe place for the storage of said tools.

3. The employee will give to his/her immediate supervisor an inventory of such tools and/or equipment by September 1 of each year.

C. Replacement:

The County shall fully compensate all bargaining unit employees for tools and/or equipment which are lost or damaged because of theft, fire, or other catastrophe, provided that such tools are listed in the inventory and are stored in a place designated by the County.

1. Replacement costs shall not exceed $500 for any one occurrence per employee.

D. If any employee in the bargaining unit is required by the County or State law to use any equipment or gear to insure the safety of the employee or others, the County agrees to furnish such equipment or gear.

E. Legal Defense:

Whenever any civil or criminal action is brought against an employee for any action or omission within the scope of his/her employment, the County may be required by State Law to defend such action, including costs of counsel and of appeals, if any, pursuant to Government Code Sections 825, 825.2, 825.4, 825.6, 995, 995.2, 995.4, 995.6, 995.8, 996, 996.4 and 996.6, which are reproduced and attached hereto as Appendix B. The provisions of this Section shall not be subject to grievances pursuant to Article XXIII of this Memorandum of Understanding.

F. Driver's Licenses:

County agrees that all employees required to maintain a Class I or II driver's license in order to perform their responsibilities for the County shall be granted adequate time off without loss of pay to maintain such license upon renewal. The County further agrees to provide medical examinations as required for Class I or II renewals.

G. Personal Property Reimbursement.

Upon recommendation of the appointing authority, the County, in accordance with Government Code Sections 53240, shall provide for the payment of the costs of

replacing or repairing property or prostheses of an employee, such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee when any such items are lost or damaged in the line of duty without fault of employee. If the items are damaged beyond repair, the actual value of such items may be paid. The value of such items shall be determined as of the time of the loss thereof or damage thereto in accordance with the Personal Property Reimbursement Procedure to be established by the County no later than 1 August 81.

ARTICLE XI

HEALTH AND WELFARE BENEFITS

A. The County agrees to pay up to $135.06 per month for health and dental insurance coverage for bargaining unit employees and enrolled dependents as stated in this section, commencing June 28, 1981.

1. Dental Coverage at $22.48 per month.
2. Up to $112.58 per month for health insurance in an approved plan providing hospital, medical, and surgical benefits.

Approved plans are:

a. Kaiser "S" Plan
b. United Healthcare Option Plan
c. United Healthcare Prepaid Plan
d. Foundation Health Plan

B. The County at its option may choose to self-fund or self-insure any of its health and/or dental insurance programs, provided that such action does not result in a reduction in the level of benefits provided.

1. County agrees to meet with Association to discuss any change in health insurance programs prior to taking such action.

C. Extra help employees shall not be entitled to health and welfare benefits.

ARTICLE XII

RETIREMENT, SOCIAL SECURITY, DISABILITY

A. Retirement:

County agrees to amend its contract with PERS and to undertake all steps required of it to implement the "sick leave credit", and highest year retirement provisions. Such amendments are to become effective December 27, 1981.

B. Disability.

1. The County agrees to contract with the State for (SDI) State Disability Insurance or to provide a comparable level of benefits at the same or lesser cost.
2. Such disability insurance shall be provided at no cost to the County.

ARTICLE XIII

HOLIDAYS

A. Holidays.

1. All bargaining unit employees shall be entitled to the following holidays with pay:
   a. July 4 - Independence Day
   b. Labor Day
   c. Veterans Day (November 11)
   d. Thanksgiving Day
   e. Day after Thanksgiving
   f. Christmas Day
   g. New Year's Day
   h. Washington's Birthday
   i. Memorial Day
   j. All other days appointed by the President of the United States or Governor of the State of California for a public fast, thanksgiving, or holiday and approved by the Board of Supervisors.
2. When a holiday falls on a Saturday or Sunday, the Friday preceding a Saturday holiday, or the Monday following a Sunday holiday, shall be deemed to be a holiday in lieu of the day observed.

B. Floating Holiday:

1. Up to twenty-four (24) hours per fiscal year shall be deemed floating holiday time which may be taken off as full days during the fiscal year upon the prior approval of the department head.
2. Employees hired after July 1 of the fiscal year shall be credited with floating holiday time at the rate of (2) hours for each month remaining in the fiscal year from the date of employment.

C. Employees whose regularly scheduled days off fall on any County observed holiday shall be entitled to equivalent time off, or pay in lieu of equivalent time off at their regular rate of pay. Employee shall be

entitled to take such equivalent time off in conjunction with regular days off.

D. Part-Time Employees.

1. Regular part-time employees shall be entitled to holidays as listed in Subsections A.1.a. through j. above, provided they are scheduled to work those days.
2. Where a holiday falls on the regularly scheduled days off of a regular part-time employee, the regular part-time employee shall be entitled to equivalent time off or pay in lieu of equivalent time off at his/her regular rate of pay as set forth in Section C. above, except that such time off or pay shall be based on the ratio that the regular part-time employee's regular hours bears to a regular full time work week.
3. Regular part-time employees shall be entitled to each floating holiday in direct proportion as their regular work week bears to regular full time employment.

E. Alternative Schedules.

1. Employees on an alternative work week schedule shall be entitled to eight (8) holiday hours for each of the above-listed holidays. They may choose to take any remaining hours which they would regularly work on such holiday on compensatory time, vacation, or dock. If feasible, the department head may allow such employees to work back such hours on an hour-for-hour basis during the same pay period.
2. An alternative work week employee whose regularly scheduled day off falls on a holiday as set forth in Section C. above, shall be entitled to eight (8) hours off or eight (8) hours pay.

F. Employees who are on leave of absence without pay shall not be entitled to holidays or holiday pay for holidays during such leave.

ARTICLE XIV
VACATION

A. Entitlement:

1. All regular full-time employees in the bargaining unit shall be entitled to paid vacation of forty (40) hours after thirteen (13) consecutive bi-weekly periods of employment. Thereafter, each employee shall accrue vacation time according to the schedule in Section B.
2. Vacation time accrual shall be based on a forty (40) hour work week. All hours worked in excess of forty (40) hours in a week shall be excluded for vacation accrual purposes.

3. Regular part-time employees in the bargaining unit shall accrue vacation in direct proportion as such part-time work bears to full-time work; provided, however, a part-time employee who works less than twenty (20) hours per bi-weekly pay period shall not be eligible for vacation.

4. Absence without pay during an employee's first thirteen (13) bi-weekly periods of employment shall cause his eligibility date for vacation time to be postponed the number of days equal to the number of days of such absence. Such absences shall be cumulative and the postponement of eligibility shall be based on work days.

5. After completion of thirteen (13) bi-weekly periods of employment, an employee who is absent without pay for more than 18.5 hours in a bi-weekly pay period shall not earn vacation credit for that month.

B. Schedule:

After 13 bi-weekly periods	- 3.08 hours per bi-weekly period.
After 3 years	- 4.62 hours per bi-weekly period.
After 11 years	- 4.93 hours per bi-weekly period.
After 12 years	- 5.24 hours per bi-weekly period.
After 13 years	- 5.54 hours per bi-weekly period.
After 14 years	- 5.85 hours per bi-weekly period.
After 15 years	- 6.16 hours per bi-weekly period.
After 16 years	- 6.47 hours per bi-weekly period.

C. Vacation Time Credited:

Vacation time shall be credited as of the end of each bi-weekly pay period.

D. Accumulation:

1. All regular employees shall be permitted to accumulate the unused portion of vacation time to their credit; provided, however, they shall not be permitted to accumulate credit for any vacation time in excess of two hundred eighty (280) hours.

2. If an extra-help, provisional, or limited term employee is appointed to a regular position without a break in employment, the length of service in such status shall be recognized in the computation of vacation accrual. For purposes of this section only, a break in employment means a break in excess of three (3) normal working days in the continuity of time such an employee is authorized to be employed by the County. Amount of vacation credited shall be determined by the number of hours actually worked in direct proportion to the number of hours in a pay period.

E. Payoff:

Upon termination of employment, and after thirteen (13) pay periods of employment, an employee shall be entitled to a lump sum payment for any unused or accrued vacation time, as of the date of termination.

F. Scheduling:

1. Vacation leave shall be taken upon approval of the department head, or his designee.
2. When an employee has submitted a written request for vacation at least thirty (30) days in advance of the date(s) requested, said request shall not be unreasonably denied and if approved, can only be rescinded to meet unanticipated departmental needs of an immediate nature.
3. Employees who have accrued two hundred forty (240) hours of earned vacation time at the beginning of the fiscal year shall schedule and take off at least eighty (80) hours of vacation time during that fiscal year.
4. Employees may be required to use accrued compensatory time before having vacation time off approved.

ARTICLE XV
LEAVES

A. Sick Leave:

1. All regular full time bargaining unit employees shall accrue 3.70 hours of sick leave with pay for each bi-weekly pay period of County service. Sick leave accrual shall be based on a eighty (80) hour bi-weekly pay period. All hours worked in excess of eighty (80) hours in a bi-weekly pay period shall be excluded for sick leave accrual purposes.
2. Regular part-time bargaining unit employees shall accrue sick leave in direct proportion as such part-time service bears to regular full-time service.

3. An employee who is absent without pay more than 18.5 hours in any bi-weekly pay period shall not earn sick leave for that bi-weekly pay period.
4. All unused sick leave may be carried forward into each ensuing year.
5. Sick leave shall be credited as of the first of each month following the completion of one month of employment.
6. Pay for any day of sick leave absence shall be the same as the pay which would have been received had the employee worked the scheduled shift on the day of illness. Shift differential shall not be paid when an employee is on sick leave.
   a. When the employee returns to work, he/she must sign an absence request form and have it approved by the department head. Otherwise, the employee may be docked for the time absent.
   b. All employees shall submit evidence in the form of a physician's certificate if such absence exceeds four consecutive shifts.
   c. County and Association, recognizing a potential for abuse of sick leave, agree that the County may employ reasonable means to determine the validity of any sick leave use, and further agree that such means shall not be used to harass or intimidate employees or discourage appropriate use of sick leave.
7. Sick leave may be applied to:
   a. An absence necessitated by employee's personal illness, injury, or illness due to pregnancy.
   b. Medical and dental office appointments provided the employee notifies the Department Head or his designee one day in advance of the appointment, with the exception of emergencies.
   c. Absence due to exposure to a contagious disease where quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the presence of the employee on duty would endanger the health of others.
   d. Leave with pay shall be granted by the department head to an employee who must care for an ill spouse, child, or other member of his/her household. Such leave shall be charged against accumulated sick leave.

e. Illness while on paid vacation may be charged to sick leave instead of vacation under the following conditions:

(1) The illness or injury of the employee was of a nature that would preclude the effective use of vacation and would prevent the employee from performing his/her normal duties.

(2) The employee must notify his/her supervisor prior to his/her scheduled return to work, if circumstances allow it, in order to request that his/her vacation time be converted to sick leave and shall provide evidence in the form of a physician's certificate.

f. At the discretion of the department head, the employee may be allowed to work back a sick leave absence of less than four (4) hours within the same pay period. Hours worked pursuant to this section shall not be subject to the overtime provisions of this Memorandum of Understanding.

B. Industrial Accidents:

1. In cases where Worker's Compensation is not immediately payable, County will provide full pay, without charge against sick leave, during the first forty (40) hours off work, following an industrial accident, provided that County determines that:
   a. The accident is, in fact, work related;
   b. Time off and duration thereof is warranted.
2. In all other cases, accumulated sick leave shall be applied to time off work following an industrial accident in a proportionate amount which, when added to Worker's Compensation benefits, provides total compensation equal to the employee's wage or salary. Upon exhaustion of accumulated sick leave, accrued compensatory time, vacation time and holidays shall be applied in the same manner.
3. The percentage of a full day's pay which the County adds to the amount received as worker's compensation pay to provide the employee with full pay shall be the percentage of a day's sick leave charged against the employee's accrued sick leave, compensatory time, vacation and holidays.
4. In cases where an industrial accident victim exhausts all accrued sick leave, forty (40) additional hours of sick leave will be credited to the employee upon the employee's return to work.

5. The County has the right to require that the treatment of work-related injuries or illnesses be provided by a County-designated physician in accordance with Sections 4600 and 4601 of the Labor Code. This does not preclude the employee from seeking emergency treatment from a physician of the employee's choice, designated in advance as provided by law.

6. An employee who has been injured on the job and is receiving worker's compensation shall be treated the same as any other employee on the payroll, thus, he/she will continue to earn sick leave, vacation, and holidays.

7. When the employee has exhausted his/her State Compensation payments, vacation, and/or sick leave, the employee may request a leave of absence without pay. If no such request is made in writing before the expiration of State Compensation, vacation, and/or sick leave, the employment of the employee shall be terminated. This termination may be rescinded at the discretion of the County. No sick leave, holidays or vacation shall accrue to the employee during the absence without pay granted pursuant to this paragraph.

8. An employee who is injured on the job shall, within 24 hours, report on prescribed forms such injury to his/her immediate supervisor.

C. Sick Leave Payoff:

1. Each employee shall be paid one-half of the value of his accumulated sick leave in excess of 240 hours upon his retirement, layoff, or death based upon his salary at the time of termination.

2. All other rights to sick leave with pay of an employee shall be cancelled upon his/her separation from the County. However, if an employee is laid off and is reinstated or reemployed within six (6) months from the date of layoff, he/she shall be credited with sick leave equal to the amount of sick leave which he/she has earned prior to his/her separation and for which he/she has not been paid.

3. In lieu of sickleave payoff, at the employee's option, he/she may choose to have that amount of money due credited to medical/dental insurance premiums. This option may be changed to cash payoff at any time by the employee or his/her estate.

4. In lieu of sick leave payoff, at the time of retirement, he/she may choose to exercise the sick leave credit options provided for in Article XII herein.

5. Employees receiving a sick leave payoff in accordance with the above sections, may, if reinstated within six (6) months, repay the full amount of sick leave payoff received and have his/her former sick leave balance restored. The repayment in full must be made prior to the reinstatement.

D. Compassionate Leave:

1. Compassionate leave because of the death of a member of an employee's family shall be granted by the department head for a maximum of forty (40) hours per instance, which shall be charged to accrued sick leave. For purposes of this section, an employee's family shall mean employee's spouse, child, father, mother, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather.

   Compassionate leave in the case of death of other persons may be granted only upon approval of the Director of Personnel Services.

E. Maternity Leave:

1. A pregnant employee shall furnish her department head, no later than the fourth month of pregnancy, a statement from the attending physician which indicates the anticipated date of delivery and the opinion of the physician as to her ability to perform her normal work assignment.

2. A pregnant employee shall be permitted to work as long as, and return to work when, she is able to safely perform the duties of her position as recommended by her attending physician.

3. A pregnant employee is entitled to a maternity leave of up to ten (10) weeks, the dates of which shall be mutually agreed by the employee and the department head. Such an employee shall take accrued vacation or compensatory time or sick leave, where applicable, during maternity leave. Where an employee exhausts paid vacation, compensatory time and sick leave, she will be granted unpaid leave.

4. Maternity leave beyond ten (10) weeks shall be granted to an employee if such time off is recommended by her attending physician, for not to exceed an aggregate of

four (4) months. Additional leave without pay may be granted, upon request, as provided elsewhere in this agreement.

5. An employee granted leave under this section shall, where possible, be returned to the same classification and department, geographical location and shift.

F. Paternity Leave:

Male employees shall be permitted up to two (2) shifts of sick leave for the purpose of caring for a mother who is about to or has given birth to his child, such leave to be within three (3) days of birth.

G. Military Leave:

The County shall grant Military Leave in accordance with the California Military and Veterans Code.

H. Jury Duty:

1. The County encourages employees to participate in their civic responsibility such as jury duty. If an employee receives a jury duty questionnaire or interview request, he/she shall advise his/her supervisor who will assess the effect of the absence on the department's workload and goals. If the supervisor determines that the absence would have an adverse effect on the department, this fact will be documented. Court officials may then be requested by the County to grant a deferral of jury duty until the absence would be more favorable to the department.

2. A regular employee summoned for attendance to any court for jury duty or called as a witness or defendant in any matter arising out of or in the course of his County employment shall be deemed to be on duty and shall be entitled to his/her regular pay, provided he/she deposits the fees for such service, exclusive of mileage, with the County Treasurer. A regular employee who appears in court as a party or witness in a private matter shall not be entitled to receive his/her regular pay during such absence, but may use accrued vacation or compensatory time for this purpose.

3. In the event a night shift worker is called to court under Section H.2. above, the following shall apply:

   a. Swing or P.M. shift shall have released time the day of court attendance; time spent in court shall be deducted from the regular shift on that day with no loss of pay or benefits.

b. Night or graveyard shall have released time on the shift following court attendance and that employee shall suffer no loss of pay or benefits.

I. Benefits:

No absence under any paid leave provision of this Memorandum of Understanding shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this Memorandum of Understanding shall continue to accrue during such absence.

J. Leave of Absence Without Pay:

1. Any regular employee may be granted a leave of absence without pay upon the recommendation of his/her department head and approval by the County.
2. An employee on leave of absence without pay can make arrangements for continued medical and dental insurance premium payments, but the employee will be required to pay both the County's and the employee's contribution.
3. Request for leave of absence without pay shall be made in writing to the department head and shall state specifically the reason for the request, the date the desired leave is to begin, and the probable date of return. The department head shall respond within ten (10) days, recommending either granting or denying the request. If recommending denial, the department head shall state in writing the reasons for denial.
4. If the requested leave of absence without pay is for illness or disability, a medical statement covering diagnosis, prognosis, and expected date of return to duty shall be submitted with the request.
5. A leave of absence without pay may be for a period not to exceed one (1) year.
6. Extensions of leave approved for less than one year may be granted upon the recommendation of the department head and approval by the County. If denial is recommended, the department head shall state in writing the reasons for recommending denial within ten (10) days of the request. If an employee wishes to return to work early from a leave of absence, he/she shall provide reasonable advance notice to the department head and the Personnel Services Agency.
7. Failure to return to work at the expiration of a leave of absence shall be considered abandonment of position and a resignation. Such a resignation may be rescinded

at the discretion of the County.

8. A vacancy resulting from an approved leave of absence may be filled by extra-help personnel or provisional appointment upon the approval of the County.
9. A leave of absence without pay shall not be granted until accrued vacation time and compensatory time is exhausted and, in the case of illness or disability, until cumulative sick leave is exhausted, as well.
10. An employee on leave of absence without pay for more than forty (40) hours shall not be entitled to holidays or holiday pay for holidays during such leave. An employee on leave of absence without pay for more than forty (40) hours in any calendar month shall not earn vacation or sick leave.
11. An employee who is absent without leave shall not be paid for the period of absence. Absence without leave of more than forty (40) hours shall be considered abandonment of his/her position and a resignation.

K. Continuing Education Leave:

1. All permanent regular employees may be permitted up to forty (40) hours per year of paid leave of absence to attend any formal training or education program designed to enhance an employee's job performance. These shall include, but not be limited to, professional affiliation conferences, workshops, and meetings.
2. An employee requesting continuing education leave must submit his/her request in writing to the County prior to the date being requested. The County shall inform the employee in writing within fifteen (15) working days whether the request has been approved or denied. If denied, the reasons for denial shall be included.
3. Upon completion of a continuing education course and following submission by the employee of proof of satisfactory completion, the County shall approve payment of the full cost of course required books and tuition up to a maximum of $100 per fiscal year.
4. Employees shall be granted paid leave for all time spent in State mandated training required to maintain an employee's license and/or certificates with approval of the County. If such training occurs outside of normal working hours, employees shall be allowed equivalent time off on an hour for hour basis.

ARTICLE XVI

ALTERNATE EMPLOYMENT

A. Extra Help Employees.

An extra help employee shall mean a person hired to work in a position which is intended to be occupied on less than a year round basis, including but not limited to, the following:

to cover seasonal peak workloads;
extra workloads of limited duration;
short term temporary absences of employees regularly assigned to a position and other situations involving a fluctuating staff.

1. No extra help employee shall be authorized to work in excess of 1000 hours within any fiscal year.
2. Extra help employees shall be paid at the applicable hourly rate for the classification in which they are employed.
3. After three (3) months of continuous service, extra help employees employed on a full-time basis shall be entitled to the same sick leave benefits and holidays as are regular full-time employees. To be eligible for a paid holiday, an extra help employee must have been in a paid status on the last assigned shift immediately preceding the holiday.
4. Extra help employees employed at least half time or more per pay period shall be entitled to benefits as described in Section A.3. above, in direct proportion as such part-time work bears to full-time work in that pay period after three months of continuous service.
5. Service time as an extra help employee shall be recognized in the computation of service time for advancement in salary, sick leave and vacation credit provided that the employee is appointed to a regular or provisional full- or part-time position without a break in service.
6. A health examination shall be required for all persons hired as extra help, if hired for ninety (90) or more calendar days. County may require a physical examination prior to hiring of any extra help employee.
7. For all purposes of eligibility for holidays and sick leave and for standing to use the grievance procedure, an extra help employee must have served in a position which involves a regular schedule of 20 hours or more per week or five days per week for a period of at least

three months. Any week in which an extra help employee is not scheduled for the minimum regular hours or five days shall require the commencement of a new three month period. County shall not fail to schedule an extra help employee for the minimum time for the purpose of circumventing an extra help employee's right to benefits.

8. In the absence of appropriate eligible lists, extra-help appointments must be from among persons meeting the minimum training and experience qualifications for the classification.

B. Limited Term Employees:

Limited term employee shall mean a person employed in a position for which the County has no anticipated long range funding, or has uncertain funding.

1. When funding ceases for a limited term position, or when the position is no longer necessary, the limited term position shall be abolished and the incumbent removed from the payroll except as provided in Section B.2. below.

2. Regular employees who transfer, promote, or reduce to limited term positions at the direction of the department head shall retain their former status and retain layoff benefits of their former position. The department head shall make such an order in writing prior to the date of transfer or promotion.

3. All limited term employees shall be subject to the same hiring standards and shall earn all benefits which accrue to regular employees.

4. Limited term appointments shall be for a maximum of one year, with the exception that the appointment may be continued for the life of the project when it is certain that the project will not exceed two years.

C. Provisional Employees:

Provisional appointments, not extra help appointments, shall be made to fill a position set forth in the Salary Resolution for which no eligible list exists, or to perform the duties of the position where the regular employee is on extended sick leave, extended leave of absence, or extended worker's compensation disability. A provisional appointment shall not be authorized for longer than one (1) year. When an examination has been given and an employee fails to qualify for the position

he is holding, the provisional appointment shall be terminated. This section shall not be construed to compel the County to fill the aforementioned positions.

1. Employees hired in provisional appointments shall meet the employment standards for the classification, including any special requirements established by State law.
2. Where an employee is hired as a provisional appointee because no eligible list exists, no provisional employment shall continue for more than thirty (30) days after an appropriate list has been established for the class.
3. Where an employee is hired as a provisional appointee because no eligible list exists, he/she must qualify for the certification list to be eligible for regular appointment to the position.
4. A provisional appointee shall be entitled to all the salary and fringe benefits of a regular employee.
5. In the event a permanent employee assigned to a position provisionally is not permanently assigned to that position, he/she will be returned to the same classification previously held, and where possible, to the same department, geographical location and shift.

D. Temporary Employee:

Temporary employee shall mean an employee hired to perform the duties of a position in County service where the regular employee holding the position is providing services by order of the Board of Supervisors in a capacity other than those for which the employee is regularly employed or is temporarily assigned duties and responsibilities of a position in another classification for an extended period. When an eligible list exists, temporary appointments shall be made only from that eligible list.

E. Part-Time Employment.

1. All non-extra help, part-time employees shall be designated as either fixed schedule, or flexible schedule part-time.
   a. Fixed Schedule.
      (1) Employees shall be assigned a regular schedule of work days and work hours, which shall provide for no less than forty (40) hours of work in each bi-weekly pay period.

(2) Once a schedule has been established, fixed schedule employees may be permitted to work additional hours by mutual agreement.

b. Flexible Schedule.

(1) Employees shall be required to work at least twenty (20) hours in each bi-weekly pay period, and shall be available for additional hours as per individual written agreement with the employing department.

2. Flexible part-time employees shall accrue the same rights, conditions of employment, and benefits as full-time employees, on a pro-rata basis.

3. Fixed schedule part-time employees working forty (40) or more hours per pay period shall earn full time health and dental benefits. All other rights and conditions of employment shall accrue on a pro-rata basis.

ARTICLE XVII
TRANSFER

A. Transfers:

1. County reserves the right to transfer employees in accordance with the needs of the County.

2. No bargaining unit employee shall be transferred as a punitive measure.

B. Worksite and Shift Transfers:

1. No bargaining unit employee shall be permanently transferred between worksites and/or shifts without ten (10) days prior written notice.

2. No bargaining unit employee shall be temporarily transferred without notice at least one day prior to said transfer, except in case of emergency.

3. Temporary worksite and/or shift transfers shall be for a period not to exceed thirty (30) working days.

4. Transfer shall not include temporary assignment for a portion of a work day or work days to a different work location. This section shall have no effect on the County's obligation to reimburse employees for travel on county business pursuant to this Memorandum of Understanding.

C. Voluntary Position Transfer:

1. "Voluntary position transfer" for this section shall mean a change of employment from one position to another in the same classification in the same or a different department.

2. Employees may apply to transfer into vacant positions which occur in the County. Employees desiring voluntary transfers may notify the Personnel Services Agency, which will keep a file of employees requesting transfers. When vacancies occur for which employees on the transfer request list qualify, the Personnel Services Agency shall notify them of such vacancies and they may apply.
3. Qualified applicants from within the bargaining unit shall be interviewed before other applicants. Appointing authority shall consider the transfer applicants and decide whether or not to fill the vacant position from among the transfer applicants prior to proceeding to interview other applicants. Full consideration shall be given by the appointing authority to the employee's County experience.
4. County agrees that it is desirable to offer transfer opportunities to qualified applicants from within the bargaining unit.
5. County shall provide Association with a weekly recruitment and selection list.

XVIII

PROMOTIONS, PROBATIONARY PERIOD

A. Promotions:

1. Employees in the bargaining unit shall be considered for job vacancies within the bargaining unit which can be considered a promotion, providing they stand within the group included on the certification list and are qualified by virtue of successful examination. Written application for such vacancy must be made within the filing period.
2. A notice of job vacancy will be posted in the Personnel Services Agency and a copy will be sent to the Association.
3. Employees in the bargaining unit shall receive first consideration.
4. First consideration shall mean, for the purposes of this section, that promotional applicants shall be interviewed before other applicants. Full consideration shall be given by the appointing authority to the employee's County experience.
5. County agrees that it is desirable to offer promotional opportunities to qualified applicants from within the bargaining unit.

B. Probationary Period:

1. Probationary Period. The County and the Association recognize the probationary period as an integral part of the examination process.
2. The probationary period for all new County employees in the bargaining unit shall be one year, dating from date of hire. In no event shall a probationary period be extended.
3. The probationary period for all promotional candidates in the bargaining unit who have achieved permanent status shall be six months, dating from the effective date of promotion. In no event shall a probationary period be extended.
   a. If a promotional candidate is rejected from probation, said employee shall be returned to the same classification, salary range, step, and to the actual position previously held, where vacant.
   b. If return to that position is not possible, County shall place the employee in any vacant position in the former classification elsewhere in the County.
   c. If there are no current vacancies in that classification, County shall place the employee in another position in the same class series or another position in the County for which the employee qualifies.
   d. In no event shall a promotional candidate rejected from probation suffer any loss of pay, benefits, or seniority beyond that of return to the previously held classification, salary range and step. If he/she is placed in a lower classification, his/her salary shall be Y-rated.
   e. Employee shall have preferential rehire rights, as in layoff, to the classification last held prior to the promotion if a vacancy occurs in that classification. If a position in the last held classification is offered and the employee refuses the position, his salary shall be reduced to that of the position he holds.
   f. If all of the above are not possible, employee shall be laid off.
4. At any time an employee may be rejected from a probationary appointment without right of appeal or hearing, except that such rejection shall not be based on political affiliation or other non-merit factors. A

statement of reasons for rejection shall be delivered to the employee in writing before the rejection shall be finally effective.

ARTICLE XIX

CLASSIFICATION, RECLASSIFICATION

A. The County shall determine the need for and number of positions and classifications necessary to perform services as determined by the Board of Supervisors. All such bargaining unit positions shall be placed in the classification plan of the County.

B. Reclassification:

1. Any employee may petition the Department Head with a request to initiate a position classification review of the position.
2. The Department Head must receive authorization from the Board of Supervisors to initiate position classification review by the Personnel Services Agency.
3. Position classification reviews by the Personnel Services Agency will be scheduled from the period of January 1 through June 30 of each agreement year.
4. All affected employees shall receive a copy of the recommendation of the Personnel Services Agency and a summary of the rationale for the recommendation. The Association shall receive a copy of the position classification review and decision.
5. Position classification determinations are not subject to grievance or other appeal.
6. Position classifications approved by the Board of Supervisors shall be effective July 1 of each year.

C. Salary Placement:

1. If the position is reclassified to a class having the same salary range, the salary and anniversary date of the employee shall not change.
2. If the position is reclassified to a class having a higher salary range, the employee so reclassified shall receive the next higher salary in the new salary range as of the date upon which the reclassification becomes effective. The employee shall receive a new anniversary date upon reclassification in this manner. On reclassification, salary will be adjusted to the first step of the new range or to a step which results in an increase of at least 5%, whichever is greater, provided that such increase is not beyond the E step of the salary range.

3. If the position is reclassified to a class having a lower salary range, the salary and anniversary date of the employee shall not change, and the salary of the employee shall be designated as a Y-rate and shall not change during continuous regular service until the salary of the new position exceeds the employee's present salary.

D. Where an entire class of positions in any department is reclassified, the incumbents in the position shall be entitled to serve in the new positions. When a position or positions less than the total class is or are reclassified, the reclassified positions shall be filled by the department head from incumbents in the positions within the department, who have been in the positions for one year or more, first.

E. The County retains the right to create or abolish positions, or classes of positions. If the County decides to abolish a position or class of positions, it shall give the Association notice in writing and an opportunity to meet and confer on the possible effects of such action on bargaining unit employees.

F. County agrees to meet and confer with the Association on the matter of establishing a salary range for new classifications in the bargaining unit prior to the submission of recommendations to the Board of Supervisors for determination.

G. Reclassifications to a position with a higher salary range and greater responsibility shall be considered a promotion and the above provisions regarding probationary period and rejection shall apply.

ARTICLE XX

LAYOFF AND REHIRE

A. When for reasons of lack of funds or lack of work, County has determined a layoff is necessary, the County shall give notice thereof to the Association. Thereafter, persons to be laid off shall be determined in accordance with the rules set forth in this Article. Notice and an opportunity for hearing shall be given as set forth in this Article. The Personnel Services Agency shall make an effort to transfer any employee who is to be affected by a reduction in force to another vacant position for which such employee may qualify.

B. State Merit System Employees:

When a reduction in force occurs in the Department of Social Services, Department of Health, or other County Department where eligibility, employment status and tenure are controlled by State Merit system rules and regulations, those rules and regulations will apply and take precedence over the following procedure unless specific written waivers are obtained from the State agency.

1. Association is to be a party to any solicitation of, negotiation of, and/or decisions on waivers.

C. Order of Layoff:

Layoffs shall be made by classification within a department. Within each classification in a department, all extra help employees shall be terminated before any provisional employees are laid off, all provisional employees or temporary employees shall be laid off before any limited term employees, all limited term employees shall be laid off before any probationary employees, all part-time probationary employees shall be laid off before any full-time probationary employees. All probationary employees shall be laid off before any permanent employees, all part-time permanent employees shall be laid off before any full-time permanent employees. Within each of the above categories, employees shall be laid off in the inverse order of seniority.

D. Seniority:

The seniority date of an employee for purposes of layoff and rehire shall be based upon the date of hire in the County. A break in employment shall result in the acquisition of a new date of hire. Any employee laid off after acquiring permanent status shall, after reinstatement, regain the seniority credit he possessed at the time of layoff. Periods of approved absences shall be credited as continuous County employment.

1. Ties in Seniority:

a. If the seniority of two or more persons in the affected classification within a department, in the same category is identical, date of hire within the classification shall be determinative.

b. If the seniority of two or more persons in the affected classification within a department, in the same category and date of hire within the

classification is identical, date of hire in the department shall be determinative.

c. If all of the above are equal, ties shall be broken by lot.

E. Bumping:

Any employee designated to be laid off may bump into the same or any lower classification in his/her current series within the same department. If he/she has previously held permanent status in another position or positions in the County, he/she may bump back to the last previously held position, provided that it has not been abolished and that the qualifications and duties have not materially changed. An employee who cannot bump into his/her last previously held position because of lack of seniority over the incumbent or other reasons, may then bump into the position held prior to that time. An employee who has previously held more than one position in the County shall bump back in sequence from the most recent to the earliest position held.

1. Notwithstanding the provisions of Section E, an employee may exercise the bumping rights provided therein only on condition that:
   a. He/she has more County wide seniority than the employee to be displaced.
   b. He/she is willing to accept the reduced compensation level.
   c. He/she meets the minimum qualifications for the lower class.
   d. He/she requests displacement action in writing to the Personnel Services Agency within five (5) days after receipt of the notification of layoff.
2. Notwithstanding the above, part-time employees shall not have the right to bump full-time employees.
3. If an employee is bumped, he shall be laid off in the same manner as an employee whose position has been abolished.
4. The foregoing shall be construed to allow bumping across unit lines, both out of and into the unit, only to previously held positions. Any employee displaced as a result of bumping across unit lines shall, in addition to the bumping rights enumerated above, have the right to be placed in any vacant position in the

County for which he/she is qualified or for which he/she may be retrained within a reasonable period of time. To the fullest extent possible, reductions in status and/or salary shall be prevented or minimized.

F. Notice of Layoff:

1. The employee shall be given written notice of layoff by the County at least twenty-one (21) calendar days in advance of the effective date of such layoff. The notice of layoff shall include the following information: Reason for Layoff, Effective Date of Layoff and a copy of this Article, and forms to request hearing and to assert displacement rights.

2. An employee who has been notified of his/her impending layoff, shall be granted up to 48 hours released time without a loss of pay or benefits, by prior arrangement with his/her supervisor, to obtain other employment. In addition, employees may use accrued vacation or compensatory time for this purpose once notice is given.

G. Health Insurance:

An employee who has been laid off may elect to continue health insurance coverage in the group at his/her own cost for six (6) months providing that the policy involved allows such continuance. Health insurance coverage will cease if he/she finds other employment. It is the employee's responsibility to make arrangements for such coverage with the County.

H. Preferential Rehire Rights:

1. For a period of 18 months, the names of permanent employees who were laid off and/or reduced in class or displaced shall be placed on the reemployment list for their class at time of layoff in order of seniority. Any vacancy occurring in the class from which employees have been laid off shall be filled by a person on preferential rehire status for that class in order of seniority, provided he/she is qualified and available for this position, and that such rehire is consistent with applicable affirmative action goals and objectives.

2. A permanent employee who has been laid off may request that his name be placed on the reemployment list for a lower class in his current series also for a period of 18 months.

3. Any employee who holds permanent status with the County, regardless of whether or not they are currently serving a promotional probationary period, who has been laid off may request that his/her name be placed on the reemployment list for a classification he/she previously held in Yolo County, provided that such classification was held prior to the date of layoff.

4. Employees who have been laid off or reduced in class or displaced shall remain on preferential rehire status for a period of 18 months after their layoff date.

5. Preferential rehire status cannot be revoked. However, active placement efforts for a person on preferential rehire status may be suspended in the following circumstances:

   a. If the person indicates unavailability or if attempts to reach the individual are unsuccessful, active placement activities may be suspended. Active placement efforts must be resumed if the person later indicates availability in the 18 month preferential rehire period.

   b. If the person declines three (3) job offers, the person's name may be removed from the rehire list.

6. When a person is reemployed from a preferential rehire status, the employee shall be entitled to accrue sick leave and vacation at the same rate at which it was accrued prior to layoff. His/her status in relation to probationary period, merit salary increases, and seniority shall be the same as at the time of layoff. Any unused and unpaid sick leave and vacation shall be reinstated.

7. An individual on preferential rehire status may accept an extra-help appointment or position and not lose his/her preferential rehire status.

I. Hearing:

1. A regular permanent employee who receives a notice of layoff shall be entitled to request a hearing before the Labor Relations Panel prior to the effective date of the layoff. Such a request shall be made within five days of service of the notice of layoff. Failure to make such request shall waive the right to a hearing. At said hearing, the employee may challenge the determination of seniority and bumping rights and whether this procedure was complied with. The employee

shall have the right to be represented by a representative of his choosing, to present evidence, and to cross examine any witnesses. Following the hearing, the Labor Relations Panel shall issue an order affirming or revoking the lay off of the employee. Unless the Labor Relations Panel orders revocation of the notice of layoff, the employee shall be laid off on the date set forth in the notice.

2. If, after request, the hearing is not held prior to the effective date of layoff as set forth in the notice of layoff, the effective date of the layoff shall be deemed to have been extended until after the hearing and the issuance of the order by the Labor Relations Panel.

J. At the time notices of layoff are sent to employees, the Personnel Services Agency shall post a list of all County employees in departments affected, arranged by classification and seniority date, in the Personnel Office. Such a list for the affected department shall also be posted in the department. Employees shall be entitled to obtain, on request, a similar list for positions they previously held in other departments of the County, but such list may contain only the names and seniority dates of employees in that classification in that department.

ARTICLE XXI
WORKING CONDITIONS

1. The County shall maintain adequate restrooms, lavatory facilities, and existing lunchrooms for use by County employees.
2. The County will do its best to maintain adequate heating and cooling and ventilation at County work stations.

ARTICLE XXII
DISCIPLINARY PROCEDURE

A. For the purpose of this section, disciplinary action is deemed to be discharge, demotion or suspension of permanent employees.

B. Purpose:

1. To provide employees subjected to disciplinary actions with all rights to which they are entitled under the Constitution of the United States, the Constitution of the State of California, and State and Federal law.

2. To provide an orderly procedure for notice, pre-action response meeting, and formal hearing on appeal after disciplinary action.

C. Definitions:

1. Disciplinary Action. Discharge, demotion, or suspension of a regular permanent employee for cause.
2. Parties. The affected employee and the appointing authority.
3. Days. Days means calendar days.
4. Response Meeting. Informal meeting at which employee has opportunity to respond to charges prior to action.
5. Hearing. Formal hearing held due to appeal of employee from action taken by appointing authority.
6. Notice. Notice shall be given by personal delivery or by certified mail. If there is a refusal to accept certified mail, notice shall be deemed received on date of refusal.

D. Time Limits:

Time limits specified throughout this procedure shall be strictly observed. Time limits may be modified only by mutual agreement of the parties in writing. Said time limits are mandatory, not directory.

E. Standing:

A disciplinary action may be taken only by the Appointing Authority as defined by the Personnel Regulations of the County of Yolo.

F. Exclusive Procedure:

1. This procedure shall be the exclusive procedure for taking disciplinary actions and appealing disciplinary actions against permanent employees.
2. The provisions of this Disciplinary Procedure shall supersede the procedures in the County Personnel Ordinance relating to personnel board appeal and Agreement No. 68-46.

G. Notice.

1. Employees shall be given written notice of a proposed discharge, demotion, or suspension. For suspensions longer than five (5) days, notice shall be given five (5) working days in advance of the date the action is proposed to be taken.
2. In an emergency situation, an employee may be suspended with pay or temporarily reassigned without loss of pay for the period between the date notice is given and the date that action is taken.

3. The Notice Shall Contain:
   a. The reasons for the proposed action, including the rule or regulation or ordinance violated and a complete explanation of the reasons.
   b. A copy of the charges and recommendations.
   c. Notice that the employee is entitled to an opportunity to respond to the charges orally or in writing, or both, personally or by or with a representative, which may be an attorney.
   d. Notice that if no written request to respond is given by employee, Appointing Authority may proceed to order action and employee shall be deemed to have waived all rights to hearing or appeal from any action taken.
4. The notice shall be accompanied by either copies of material on which the charges and recommendations are based, or if the materials are too voluminous to copy easily or are confidential within the Public Records Act, a description of the materials and a reasonable opportunity to inspect, summarize, or make copies.
   a. Employee may copy and inspect all materials designated as the basis for charges and recommendations by Appointing Authority.
   b. Employee may copy and inspect his personnel file.
   c. Employee may copy and inspect the part of other County records which employee generated in his job, unless Appointing Authority orders broader discovery.
5. If, during, the five (5) day period, the employee does not request, in writing, an opportunity to respond, Appointing Authority may proceed to order action and the employee shall be deemed to have waived all rights to a hearing or appeal from any action taken. Failure to request an opportunity to respond shall constitute a failure to exhaust administrative remedies.
6. If the employee requests an opportunity to respond, the Appointing Authority shall give the employee 24 hours written notice of the time and place of meeting, at which time the employee may respond. Such meeting shall be held within the five (5) day period. If a meeting is scheduled after the five (5) day period, the Appointing Authority shall not take the proposed action until the conclusion of the response meeting.

H. Response Meeting:

1. At the time and place set for the meeting giving employee opportunity to respond the employee may respond orally and/or in writing, personally or by or with a representative.
2. Neither the Appointing Authority nor the employee shall be entitled to call witnesses or take testimony.
3. At the meeting, the Appointing Authority may consider information contained in the charges and recommendations and other information as well as information presented by employee or his representative. If new information relating to new charges or recommendations is introduced, or if a theory constituting a new ground or occurrence as basis for discipline is alleged, employee shall be entitled to a reasonable continuance to copy materials and respond to these new matters.
4. At the conclusion of the response meeting or within fifteen (15) days, the Appointing Authority shall issue an order taking or determining not to take the action and shall give written notice thereof to employee, along with an explanation of the basis for the action and notice of the employee's right to appeal. If action is taken thereafter, any appeal shall be decided in favor of the employee unless good cause for the delay is shown.

I. Appeal:

1. If an employee has requested and participated in a meeting with the Appointing Authority as set forth above, employee shall have the right to appeal the Appointing Authority's disciplinary action to the Labor Relations Panel.
2. Filing of an appeal does not stay the effective date of the order of disciplinary action.
3. A written demand for appeal and hearing must be served on the Director of Personnel Services by employee or his representative within ten (10) days of receipt of the order of disciplinary action by Appointing Authority.
4. The failure to serve written demand for hearing within the prescribed period shall be deemed a waiver of the right to a hearing and the order of disciplinary action shall be final. Said failure constitutes a failure to exhaust administrative remedies.

5. The demand for hearing shall include:
   a. Specific grounds for appeal;
   b. Copies of materials on which appeal is based or, if too voluminous, reference to materials in the custody of County.
6. The Director of Personnel Services shall, within ten (10) days set a date for hearing which shall be held within thirty (30) days of the date of the demand for hearing.
7. The Director of Personnel Services shall notify the parties in writing of the time and place of the hearing at least fifteen (15) days prior to hearing.
8. An appeal through this procedure waives:
   a. Grievance proceedings under any agreement or memorandum between the County and any employee organizations;
   b. Appeal under State Merit System;
   c. Appeal under State Merit System Grievance Procedure.
9. Three (3) days prior to the hearing each party shall serve a list of witnesses and copies of all exhibits on the other party. If additional witnesses or evidence are added after this date, the opposing party shall be entitled to reasonable continuance at the discretion of the panel. If new allegations are brought out, the opposing party shall have the right to a reasonable continuance at the discretion of the Labor Relations Panel.

J. Hearing.

The hearing shall be conducted as a full scale evidentiary hearing, with full due process rights, including the right to present witnesses, present evidence, cross examine opposing witnesses, the right to counsel, and findings to support the decision.

1. Within thirty (30) days of the conclusion of the hearing, the Panel shall render a written decision and/or order. Any decision and/or order of the Panel shall be final and shall not be subject to appeal to the Board of Supervisors.

ARTICLE XXIII
GRIEVANCE PROCEDURE

A. Purpose:

1. To equitably resolve employee grievances at the lowest level of administrative responsibility, if possible.

2. To provide an orderly procedure for reviewing and resolving grievances promptly.

B. Definition of Grievance:

1. Any dispute which arises over the interpretation, application, or alleged violation of this Memorandum of Understanding;
2. Any dispute which arises over the interpretation, application, or alleged violation of any ordinance or resolution presently in force or as may from time to time be adopted by the County on matters within the scope of representation.
3. Discharges, suspension, and/or demotion shall not be subject to grievance pursuant to this Article.

C. Regulations:

1. No reprisal of any nature shall be taken against any employee for participating in the grievance procedure.
2. Any party may be represented or assisted at any level of the procedure by a representative of his/her choosing.
3. The grievant, his/her witnesses, and his/her representative shall suffer no loss of compensation or benefits while participating in this procedure, to include no more than 30 minutes preparation time per grievance.
4. Proceedings shall be held within the grievant's normal working hours. If held at any other than grievant's normal working hours, the grievant shall be entitled to an equivalent number of hours off on an hour for hour basis.
5. Grievances other than Association grievances shall be signed by the employee or employees bringing the grievance.
6. There shall be no hearing, witness testimony, or cross examination at any level prior to the hearing stage of the formal procedure.

D. Time Limits:

1. Time limits as specified in each step of the procedure shall be strictly observed. Time limits may be extended only by mutual agreement of the parties, in writing.
2. Failure of a grievant to observe a time limit shall terminate the grievance. Failure of the party to whom the grievance is submitted to observe the time limit shall give the grievant the right to move the grievance to the next level of review.

E. Exclusive Procedure.

1. This procedure shall be the exclusive procedure for adjustment of grievances for all employees in the bargaining unit.
2. The provisions of this grievance procedure shall supersede the procedure in the personnel regulation of the County of Yolo relating to personnel board appeal and Agreement No. 68-46.

F. Standing:

1. Any employee within the bargaining unit covered by this Memorandum of Understanding shall have standing to use this procedure.
2. Any employee, for purposes of this Article only, shall mean all regular employees, state merit system employees, limited term employees, provisional employees, and extra help employees as qualified in terms of Article XVI (Alternate Employment) of this Memorandum of Understanding.
3. The Association shall have standing under this procedure on any dispute arising under Section B.1. of this Article unless otherwise provided in this Memorandum of Understanding.

G. Procedure:

All grievances shall be initiated at the informal step of the procedure.

1. Informal Grievance:
   a. Grievant shall initially present the grievance informally for disposition by the immediate supervisor. Such presentation shall be made within twenty (20) calendar days of the act or omission giving rise to the grievance or within twenty (20) calendar days of discovery of such act or omission, but not longer than forty-five (45) calendar days after the act or omission.
   b. Association shall present its grievance informally at the appropriate level within the time limits set out above.
   c. Presentation of an informal grievance shall be a pre-requisite to the institution of a formal grievance.
2. Formal Grievance:
   a. If the grievant believes that the grievance has not been resolved within five (5) working days of informal presentation, he/she may initiate a formal

grievance within five (5) working days thereafter. A formal grievance can only be initiated by completing and filing with the Department Head a prescribed form within ten (10) working days of the informal presentation and sending a copy to the Employee Relations Officer. The completed form shall contain:

(1) Name of grievant;
(2) Class Title;
(3) Department;
(4) Grievant's Mailing Address;
(5) A clear statment of the nature of the grievance (citing applicable ordinance, resolution or contract language and section).
(6) The date upon which the grievance occurred;
(7) A proposed solution to the grievance;
(8) The date of execution of the grievance form;
(9) The date of presentation of the informal grievance and name of person to whom presented;
(10) The signature of the grievant;
(11) The name and signature of the grievant's representative, if any.

b. Step 1.

Within ten (10) working days after a formal grievance is filed, the department head shall investigate the grievance, and confer with the grievant in an attempt to resolve the grievance, and make a decision in writing.

c. Step 2.

(1) If the grievance is not resolved in Step 1 to the satisfaction of the grievant, he/she may, within not more than five (5) working days from his/her receipt of the Department Head's decision or expiration of the time limit for response, appeal to the Employee Relations Officer by so notifying the Personnel Services Agency in writing.
(2) Within ten (10) working days after such notification, the Employee Relations Officer shall investigate the grievance, confer with persons affected and their representatives to the extent he deems necessary, and render a decision in writing.
(3) If the decision of the Employee Relations

Officer resolves the grievance to the satisfaction of the grievant, it shall bind the County, subject to the ratification by the Board of Supervisors of unbudgeted expenditures.

d. Step 3.

(1) If the decision of the Employee Relations Officer does not resolve the grievance to the satisfaction of the grievant, the grievant or his representative may, within ten (10) working days of receipt of the decision, request a hearing by the Labor Relations Panel. The request for a hearing shall be made, in writing, to the Employee Relations Officer who shall schedule the hearing for the next meeting of the Panel which is at least ten (10) working days after the request is received unless the calendar for that meeting is filled, in which case the hearing shall be set at the following meeting.

(2) The Panel shall conduct a hearing, and shall, within thirty (30) calendar days of conclusion of the hearing, render a written decision and/or order. Any decision and/or order of the Panel on matters within Section B.1. of this Article shall be final and not subject to appeal to the Board of Supervisors. Any decision and/or order on matters within Section B.2. of this Article may be appealed to the Board of Supervisors within thirty (30) calendar days.

e. Step 4.

On receipt of any appeal, the Board of Supervisors may review the record and affirm, reverse, modify, or refer the matter back to the Panel for further hearing. Such action shall be taken by the Board only on a review of the record and a finding that the Panel's decision was not supported by the record. Such action shall be taken as soon as possible but not later than sixty (60) calendar days of receipt of the appeal.

3. Costs.

Association agrees to bear one-half of the cost of the Panel, not to exceed $150.00 per meeting and any

mutually agreed upon transcript or reporter fees for any grievances which are appealed to the Labor Relations Panel on or after the date of this Memorandum of Understanding.

ARTICLE XXIV

SAFETY

A. County agrees to maintain its safety committee.

1. Release Time:

Any bargaining unit employee who is appointed to membership on the safety committee shall be allowed reasonable release time to carry out his obligations.

ARTICLE XXV

CONTRACTING AND BARGAINING UNIT WORK

If County proposes to contract out work which has been customarily and routinely performed by bargaining unit employees, and if such action will result in layoff of those bargaining unit employees, the County agrees to give the Association ten (10) days prior notice and an opportunity to meet and confer on the effects of layoff on bargaining unit employees.

ARTICLE XXVI

STRIKES AND LOCKOUTS

1. No lockout of employees shall be instituted by the County during the term of this Memorandum of Understanding.
2. The Association agrees that during the term of this Memorandum of Understanding, neither it nor its officers, employees, or members will engage in, encourage, sanction, or suggest any strikes, work stoppages, slowdowns, mass resignations, sick-ins, strike picketing, or any other actions which would involve suspension of, or substantial interference with, the normal work of the County.
3. In the event that Association members participate in such activities in violation of Section 2. of this Article, the Association shall notify those members so engaged to cease and desist from such activity and shall instruct the members to return to their normal duties.
4. In the event that the Association or any members of its executive Board engages in, encourages, sanctions, or suggests any of the actions set forth in Section 2. of this Article, the County reserves the right to

discontinue dues deductions for the duration of this Memorandum of Understanding.

ARTICLE XXVII

TERMS AND CONDITIONS

A. Integration:

1. This Memorandum of Understanding constitutes the entire agreement between the parties and concludes meeting and conferring on any subject, except as provided herein, or as otherwise mutually agreed upon, whether included in this Memorandum of Understanding or not, for the term of this Memorandum of Understanding.

2. It is agreed that the terms and conditions of the Memorandum of Understanding itself shall constitute the whole of the agreement between the parties thereto, and that the terms and conditions of this Memorandum of Understanding shall supersede all earlier proposals, conversations, or oral or written agreements constituting any portion of the meet and confer process or other discussion leading up to the Memorandum of Understanding.

3. The parties agree that no agreement was reached on other matters discussed and that County is not obligated to make any changes or take any action regarding them. The County reserves the right to make organizational changes with notice to the Association. If the result of such change affects wages, hours, and/or conditions of employment, the County agrees to abide by Government Code Section 3504.5. The provisions of Article XIX, Classification and Reclassification, shall not apply to reorganization.

B. Alteration:

No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

C. Severability:

If any provision of this Memorandum of Understanding shall be held invalid by operation of law, or by any tribunal of competent jurisdiction or, if compliance with or enforcement of any such provision should be restrained by any said tribunal, the remainder of this Memorandum of Understanding shall not be affected

thereby. If any portion of this Memorandum of Understanding is so held invalid or if compliance with any provision is restrained, the County is authorized to take immediate action to achieve compliance with law, provided that the County shall give notice to the Association prior to such action and the County shall provide the Association with an opportunity to meet and confer within thirty (30) days after any determination of invalidity or service of a restraining order, for the purpose of arriving at a mutually satisfactory replacement for such article or section.

D. Implementation:

The Board of Supervisors will amend its written policy and take such other action by resolution or otherwise as may be necessary in order to give full force and effect to the provisions of this Memorandum of Understanding. The provisions of this Memorandum of Understanding, except as provided herein, shall supersede County ordinances and resolutions currently in effect, for the term of this Memorandum of Understanding, to the extent that they are inconsistent with the provisions of this Memorandum of Understanding.

E. Duration:

Except as set forth in this document, this Memorandum shall become effective on June 28, 1981, after adoption by the Board of Supervisors and shall remain in full force and effect to and including June 30, 1982.

F. Waiver:

The waiver by County or any of its officers or employees of or the failure of County or any of its officers or employees to take action with respect to, any right conferred by, or any breach of any term, covenant, or condition of this Agreement shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or of any other term, covenant, or condition of this Agreement.

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YOLO COUNTY GOVERNMENT EMPLOYEES' ASSOCIATION

BY Steve Booth
STEVE BOOTH
Business Manager

BY Renee Craig
RENEE CRAIG, President

BY Carl Doane
CARL DOANE
Designated Representative

BY Joe Lopez
JOE LOPEZ
Designated Representative

COUNTY OF YOLO, a political subdivision of the State of California

BY Ronald E McGee
RONALD E. McGEE
Employee Relations Officer

Approved by Final Determination of the Board of Supervisors of the County of Yolo this 30th day of June, 1981.

COUNTY OF YOLO, a political subdivision of the State of California

BY Robert N Black
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

APPENDIX A

Listed herein are all of the Yolo County job classes represented by the Yolo County Government Employees' Association in the General Unit.

Classification	Salary Range
ACCOUNT CLERK I	8.36 (836-1016)
ACCOUNT CLERK II	9.19 (919-1117)
ACCOUNT CLERK III	9.97 (997-1212)
ACCOUNTANT II	15.03 (1503-1827)
ACCOUNTANT III	16.55 (1655-2012)
ACCOUNTANT-AUDITOR I	13.68 (1368-1662)
ACCOUNTING TECHNICIAN	12.11 (1211-1473)
ADMINISTRATIVE ASSISTANT	12.72 (1272-1547)
ADMINISTRATIVE CLERK I	8.69 (869-1056)
ADMINISTRATIVE CLERK II	9.44 (944-1148)
ADMINISTRATIVE CLERK III	10.52 (1052-1279)
ADMINISTRATIVE CLERK IV	11.21 (1121-1363)
ADMISSIONS CLERK	9.30 (930-1131)
AGRICULTURAL BIOLOGIST I	11.53 (1153-1403)
AGRICULTURAL BIOLOGIST II	13.09 (1309-1591)
AGRICULTURAL BIOLOGIST III	14.62 (1462-1778)
ANIMAL CONTROL OFFICER I	10.22 (1022-1242)
ANIMAL CONTROL OFFICER II	10.63 (1063-1293)
*APPRAISER I	13.49 (1349-1639)
*APPRAISER II	15.00 (1500-1824)
*APPRAISER III	16.79 (1679-2041)
APPRAISER TECHNICIAN	10.98 (1098-1336)
ASSESSMENT CLERK I	9.19 (919-1117)
*ASSESSMENT CLERK II	10.22 (1022-1242)
ASSESSMENT CLERK III	11.23 (1123-1365)
*ASSESSMENT OFFICE SUPERVISOR	14.68 (1468-1784)
ASSISTANT BOARD OF SUPERVISORS CLERK	11.09 (1109-1347)
ASSISTANT CIVIL ENGINEER (with registration)	18.14 (1814-2205)
ASSISTANT CIVIL ENGINEER (without registration)	17.29 (1729-2101)
ASSISTANT MANPOWER ANALYST	9.40 (940-1142)
ASSISTANT MASTER CALENDAR CLERK	9.83 (983-1195)
ASSISTANT PLANNER	14.85 (1485-1805)
ASSISTANT STOREKEEPER	9.13 (913-1110)
ASSOCIATE PLANNER	17.55 (1755-2134)
AUDITOR II	15.78 (1578-1918)
AUDITOR III	17.34 (1734-2108)
AUDITOR APPRAISER I	13.49 (1349-1639)
AUDITOR APPRAISER II	15.00 (1500-1824)
AUDITOR APPRAISER III	16.79 (1679-2041)
BUILDING CRAFTS MECHANIC	14.46 (1446-1758)
BUILDING INSPECTOR I	14.46 (1446-1758)
BUILDING INSPECTOR II	15.89 (1589-1931)
BUILDING MAINTENANCE WORKER I	12.28 (1228-1492)
BUILDING MAINTENANCE WORKER II	13.79 (1379-1676)
BUYER I	11.97 (1197-1455)
BUYER II	13.51 (1351-1643)
CADASTRAL DRAFTSPERSON	11.82 (1182-1436)
CHIEF ANIMAL CONTROL OFFICER	14.22 (1422-1728)
CHIEF HOSPITAL LABORATORY TECHNOLOGIST	16.40 (1640-1993)
*CHIEF PHARMACIST	20.67 (2067-2513)

CHIEF X-RAY TECHNICIAN	13.19	(1319-1603)
CHILD HEALTH AND DISABILITY PREVENTION PROGRAM MANAGER	17.55	(1755-2134)
CLINICAL PSYCHOLOGIST	20.43	(2043-2483)
COLLECTION ASSISTANT	9.30	(930-1131)
COMMUNICATIONS DISPATCHER I	8.86	(886-1077)
COMMUNICATIONS DISPATCHER II	10.00	(1000-1216)
COMMUNICATIONS DISPATCHER III	10.50	(1050-1277)
COMMUNICATIONS TECHNICIAN	15.35	(1535-1866)
COMMUNITY HEALTH WORKER	10.41	(1041-1265)
*COMPUTOR OPERATOR	12.12	(1212-1474)
CONSERVATORSHIP OFFICER	13.82	(1382-1680)
CONSTRUCTION ENGINEER	17.29	(1729-2101)
COOK I	8.73	(873-1062)
COOK II	10.05	(1005-1221)
*COPIER DUPLICATOR OPERATOR	7.42	(742- 902)
COUNTY PRINTER	10.37	(1037-1260)
COUNTY PRINTER TRAINEE	8.36	(836-1016)
COURT REPORTER	Flat $70 per diem	
CRIPPLED CHILDREN SERVICES WORKER	10.29	(1029-1251)
CUSTODIAN	8.79	(879-1068)
CUSTODIAL SUPERVISOR	11.24	(1124-1366)
DATA ENTRY OPERATOR I	8.58	(858-1043)
*DATA ENTRY OPERATOR II	9.46	(946-1150)
*DATA PROCESSING - OPERATIONS SUPERVISOR	13.91	(1391-1692)
DEPUTY JURY COMMISSIONER	10.52	(1052-1279)
DEPUTY PROBATION OFFICER I	12.22	(1222-1485)
DEPUTY PROBATION OFFICER II	14.49	(1449-1761)
DEPUTY TREASURER-TAX COLLECTOR	12.52	(1252-1523)
DETOXIFICATION PROGRAM SUPERVISOR	16.30	(1630-1982)
DISTRICT ROAD SUPERVISOR I	15.38	(1538-1870)
DISTRICT ROAD SUPERVISOR II	16.94	(1694-2059)
DOG LICENSE SURVEYOR	8.79	(879-1068)
ELECTRONICS TECHNICIAN	13.95	(1395-1696)
*ELIGIBILITY SUPERVISOR	13.27	(1327-1613)
ELIGIBILITY WORKER I	9.20	(920-1118)
*ELIGIBILITY WORKER II	11.07	(1107-1345)
*ELIGIBILITY WORKER III	12.07	(1207-1467)
EMPLOYMENT COUNSELOR I	11.36	(1136-1382)
EMPLOYMENT COUNSELOR II	12.75	(1275-1550)
EMPLOYMENT COUNSELOR III	14.16	(1416-1721)
EMPLOYMENT COUNSELOR IV	15.19	(1519-1847)
EMPLOYMENT COUNSELOR TRAINEE	7.74	(774- 942)
ENGINEERING AIDE I	9.94	(994-1209)
ENGINEERING AIDE II	11.88	(1188-1443)
ENGINEERING TECHNICIAN I	13.74	(1374-1671)
ENGINEERING TECHNICIAN II	14.64	(1464-1780)
EQUIPMENT MECHANIC	13.16	(1316-1600)
EQUIPMENT SERVICE MECHANIC	13.16	(1316-1600)
EQUIPMENT SERVICE WORKER	10.58	(1058-1286)
FAMILY NURSE PRACTITIONER	18.62	(1862-2264)
FAMILY SUPPORT INTERVIEWER	9.70	(970-1180)
FAMILY SUPPORT OFFICER I	11.50	(1150-1398)
FAMILY SUPPORT OFFICER II	12.88	(1288-1566)
*FIELD ASSISTANT	11.56	(1156-1406)
FOOD SERVICE ASSISTANT	7.70	(770- 936)
FOOD SERVICE ASSISTANT TRAINEE	7.09	(709- 861)
FOOD SERVICE SUPERVISOR	11.60	(1160-1410)

GENERAL CLERK I	7.01	(701- 853)
*GENERAL CLERK II	7.98	(798- 970)
*GENERAL CLERK III	9.05	(905-1100)
GENERAL LABORER	9.31	(931-1132)
GRADUATE NURSE	10.51	(1051-1278)
*GROUNDSWORKER I	10.13	(1013-1232)
*GROUNDSWORKER II	10.97	(1097-1335)
GROUP SUPERVISOR I	10.46	(1046-1272)
GROUP SUPERVISOR II	12.09	(1209-1469)
*HEAD NURSE	16.02	(1602-1947)
HEALTH EDUCATOR	16.71	(1671-2032)
HEAVY EQUIPMENT MECHANIC	13.80	(1380-1677)
HOMEMAKER	8.83	(883-1073)
HOMEMAKER SUPERVISOR	10.19	(1019-1239)
HOSPITAL ACTIVITY LEADER	8.80	(880-1070)
*HOSPITAL ADMISSIONS & DATA SERVICE COORDINATOR	13.41	(1341-1630)
HOUSEKEEPING SUPERVISOR	11.24	(1124-1366)
INTAKE WORKER I	9.20	(920-1118)
*INTAKE WORKER II	11.07	(1107-1345)
*INTAKE WORKER III	12.07	(1207-1467)
INTAKE SUPERVISOR	12.13	(1213-1475)
*INTERPRETER CLERK	8.61	(861-1046)
*INVESTIGATOR (Welfare)	15.62	(1562-1898)
INVESTIGATOR I	14.91	(1491-1812)
INVESTIGATOR II	15.62	(1562-1898)
JUNIOR CIVIL ENGINEER	14.78	(1478-1798)
JUNIOR PLANNER	13.17	(1317-1601)
*LABORATORY CLERK	8.03	(803- 975)
LABORATORY TECHNICIAN	10.81	(1081-1315)
LABORATORY TECHNOLOGIST I	13.55	(1355-1647)
*LABORATORY TECHNOLOGIST II	15.62	(1562-1898)
LAW CLERK	11.31	(1131-1374)
LEAD MEDICAL BILLING CLERK	9.97	(997-1212)
LEGAL INTERN	11.31	(1131-1374)
LEGAL PROCESS CLERK	9.36	(936-1138)
LIBRARIAN I	12.52	(1252-1523)
LIBRARIAN II	14.42	(1442-1754)
*LIBRARIAN III	16.54	(1654-2011)
*LIBRARY ASSISTANT I	8.37	(837-1017)
LIBRARY ASSISTANT II	9.37	(937-1139)
LIBRARY ASSISTANT III	10.28	(1028-1250)
LIBRARY ASSISTANT IV	11.33	(1133-1379)
LIBRARY SPECIALIST I	11.09	(1109-1347)
LIBRARY SPECIALIST II	12.19	(1219-1482)
*LICENSED VOCATIONAL NURSE	9.95	(995-1210)
MANPOWER ANALYST I	13.29	(1320-1615)
MANPOWER ANALYST II	16.08	(1608-1954)
MASTER CALENDAR CLERK	11.88	(1188-1443)
MEDICAL BILLING CLERK	9.30	(930-1131)
MEDICAL BILLING SUPERVISOR	12.52	(1252-1523)
MEDICAL RECORDS ADMINISTRATOR	13.43	(1343-1633)
MEDICAL RECORDS TECHNICIAN	10.36	(1036-1259)
MEDICAL TRANSCRIPTIONIST	9.44	(944-1148)
MENTAL HEALTH COUNSELOR I	15.33	(1533-1865)
MENTAL HEALTH COUNSELOR II	16.86	(1686-2050)
MENTAL HEALTH NURSE I	14.13	(1413-1718)
MENTAL HEALTH NURSE II	15.53	(1553-1889)
MENTAL HEALTH NURSE SPECIALIST	17.55	(1755-2134)
MENTAL HEALTH WORKER I	8.39	(839-1020)
*MENTAL HEALTH WORKER II	9.90	(990-1204)
*MENTAL HEALTH WORKER III	10.89	(1089-1323)

*MICROFILM OPERATOR	9.42 (942-1145)
MINI-BUS DRIVER	10.45 (1045-1271)
MUNICIPAL COURT CLERK I	8.61 (861-1046)
MUNICIPAL COURT CLERK II	10.15 (1015-1234)
*MUNICIPAL COURT CLERK III	11.83 (1183-1437)
NURSING ASSISTANT	8.22 (822- 999)
OCCUPATIONAL THERAPIST	14.42 (1442-1754)
OCCUPATIONAL THERAPIST CONSULTANT	14.42 (1442-1754)
*OPERATING ROOM SUPERVISOR	17.30 (1730-2103)
PAGE	Flat $3.50 per hour
PARK AND MUSEUM PLANNER	18.96 (1896-2306)
*PARK MAINTENANCE SUPERVISOR	13.82 (1382-1680)
*PARK MAINTENANCE WORKER I	10.97 (1097-1335)
*PARK MAINTENANCE WORKER II	11.97 (1197-1455)
PERSONNEL ASSISTANT	10.99 (1099-1337)
PHYSICAL THERAPIST	14.42 (1442-1754)
*PHARMACIST	18.78 (1878-2284)
*PHARMACY TECHNICIAN	9.22 (922-1120)
*PHLEBOTOMIST	9.95 (995-1210)
PLAN CHECK ENGINEER	19.53 (1953-2375)
PLANNING TECHNICIAN I	13.17 (1317-1601)
PLANNING TECHNICIAN II	14.06 (1406-1709)
PRINTING SERVICES SUPERVISOR	11.96 (1196-1454)
PROBATION AIDE	10.09 (1009-1226)
*PROGRAMMER ANALYST I	14.34 (1434-1743)
*PROGRAMMER ANALYST II	16.55 (1655-2012)
*PROGRAMMER ANALYST III	18.59 (1859-2261)
PROGRAMMER ANALYST TRAINEE	11.84 (1184-1439)
PSYCHIATRIC SOCIAL WORKER I	15.33 (1533-1865)
PSYCHIATRIST SOCIAL WORKER II	16.86 (1686-2050)
PUBLIC HEALTH AIDE	9.35 (935-1137)
PUBLIC HEALTH EDUCATION ASSISTANT	12.57 (1257-1528)
PUBLIC HEALTH MICROBIOLOGIST	15.31 (1531-1861)
PUBLIC HEALTH NURSE I	14.33 (1433-1742)
PUBLIC HEALTH NURSE II	15.77 (1577-1917)
PUBLIC HEALTH WIC COORDINATOR	10.93 (1093-1328)
RECORDER CLERK	7.65 (765- 929)
REFUSE DISPOSAL ATTENDANT I	11.04 (1104-1342)
REFUSE DISPOSAL ATTENDANT II	12.75 (1275-1550)
REFUSE DISPOSAL ATTENDANT TRAINEE	9.13 (913-1110)
REFUSE DISPOSAL SUPERINTENDENT	15.38 (1538-1870)
ROAD MAINTENANCE WORKER I	10.26 (1026-1247)
ROAD MAINTENANCE WORKER II	11.27 (1127-1369)
*ROAD MAINTENANCE WORKER III	12.75 (1275-1550)
*ROAD MAINTENANCE WORKER IV	14.02 (1402-1704)
*SANITARIAN I	13.30 (1330-1617)
*SANITARIAN II	15.34 (1534-1866)
*SANITARIAN III	16.86 (1686-2050)
*SANITATION AIDE I	10.01 (1001-1217)
*SANITATION AIDE II	10.97 (1097-1335)
SCHOOL CROSSING GUARD	Flat $4.28 - $4.38 - $4.47 per hour
SECRETARY I	8.69 (869-1056)
SECRETARY II	9.44 (944-1148)
SECRETARY III	10.52 (1052-1279)
SECRETARY TRAINEE	7.62 (762- 926)
SENIOR BUILDING CRAFTS MECHANIC	15.67 (1567-1904)
SENIOR GROUP SUPERVISOR	14.31 (1431-1740)
SENIOR PLANNER	18.99 (1899-2309)

SENIOR PROBATION OFFICER	15.17	(1517-1845)
SHOP SUPERVISOR	17.05	(1705-2073)
SOCIAL WORKER I	11.36	(1136-1382)
SOCIAL WORKER II	12.75	(1275-1550)
SOCIAL WORKER III	14.16	(1416-1721)
SOCIAL WORKER IV	15.19	(1519-1847)
SOCIAL WORKER SUPERVISOR I	15.09	(1509-1833)
SOCIAL WORKER SUPERVISOR II	16.95	(1695-2060)
*STAFF NURSE I	13.63	(1363-1657)
*STAFF NURSE II	14.77	(1477-1796)
STOCK CLERK	9.13	(913-1110)
*STOREKEEPER	10.65	(1065-1295)
SUPERIOR COURT CLERK I	10.57	(1057-1285)
SUPERIOR COURT CLERK II	11.09	(1109-1347)
SUPERIOR COURT SECRETARY	10.52	(1052-1279)
SUPERIOR COURT SECRETARY - JURY COMMISSIONER	13.46	(1346-1636)
SUPERVISING ACCOUNT CLERK I	11.62	(1162-1412)
SUPERVISING ACCOUNT CLERK II	12.52	(1252-1523)
*SUPERVISING APPRAISER	18.86	(1886-2292)
SUPERVISING AUDITOR APPRAISER	18.86	(1886-2292)
SUPERVISING BUYER	16.34	(1634-1987)
SUPERVISING COMMUNICATIONS DISPATCHER	11.01	(1101-1339)
SUPERVISING COMMUNICATIONS TECHNICIAN	16.90	(1690-2055)
*SUPERVISING GENERAL CLERK I	11.27	(1127-1369)
*SUPERVISING LEGAL PROCESS CLERK	10.93	(1093-1328)
*SUPERVISING NURSE	17.30	(1730-2103)
SUPERVISING PUBLIC HEALTH NURSE	17.33	(1733-2107)
*SURGERY TECHNICIAN	9.95	(995-1210)
*SYSTEMS ANALYST	18.59	(1859-2261)
*SYSTEMS PROGRAMMER	18.59	(1859-2261)
TRAINING COORDINATOR I	11.36	(1136-1382)
TRAINING COORDINATOR II	12.75	(1275-1550)
TRAINING COORDINATOR III	14.16	(1416-1721)
TYPIST CLERK I	7.24	(724- 880)
*TYPIST CLERK II	8.22	(822- 999)
*TYPIST CLERK III	9.05	(905-1100)
VETERANS SERVICES ASSISTANT I	9.48	(948-1152)
VETERANS SERVICES ASSISTANT II	11.73	(1173-1427)
VOCATIONAL ASSISTANT	8.83	(883-1073)
VOCATIONAL TRAINEE	8.40	(840-1021)
VOTER OUTREACH WORKER	9.50	(950-1155)
*WARD CLERK	8.24	(824-1001)
WEED AND PEST CONTROL SURVEY WORKER	8.65	(865-1051)
WEED AND VERTEBRATE CONTROL OPERATOR I	11.53	(1153-1403)
WEED AND VERTEBRATE CONTROL OPERATOR II	12.10	(1210-1472)
WEIGHTS AND MEASURES INSPECTOR I	11.70	(1170-1423)
WEIGHTS AND MEASURES INSPECTOR II	12.98	(1298-1578)
WEIGHTS AND MEASURES INSPECTOR III	14.62	(1462-1778)
X-RAY TECHNICIAN I	11.43	(1143-1389)
X-RAY TECHNICIAN II	12.27	(1227-1419)
ZONING ENFORCEMENT OFFICER	15.89	(1589-1931)

* Designates classes receiving equity adjustments

APPENDIX B

§825. Duty of public entity to pay judgment, compromise, or settlement. If an employee or former employee of a public entity request the public entity to defend him against any claim or action again him for an injury arising out of an act or omission occurring within the scope of his employment as an employee of the public entity and such request is made in writing not less than 10 days before the day of trial, and the employee or former employee reasonably cooperates in good faith in the defense of the claim or action, the public entity shall pay any judgment based thereon or any compromise or settlement of the claim or action to which the public entity has agreed. If the public entity conducts the defense of an employee or former employee against any claim or action with his reasonable good faith cooperation, the public entity shall pay any judgment based thereon or any compromise or settlement of the claim or action to which the public entity has agreed; but where the public entity conducted such defense pursuant to an agreement with the employee or former employee reserving the rights of the public entity not to pay the judgment, compromise or settlement until it is established that the injury arose out of an act or omission occurring within the scope of his employment as an employee of the public entity, the public entity is required to pay the judgment, compromise or settlement only if it is established that the injury arose out of an act or omission occurring in the scope of his employment as an employee of the public entity. Nothing in this section authorizes a public entity to pay such part of a claim or judgment as is for punitive or exemplary damages.

§825.2. Right of employee, etc., to recover amount of payment from public entity: Where public entity does not conduct defense or conducts it pursuant to agreement reserving rights.

(a) Subject to subdivision (b), if an employee or former employee of a public entity pays any claim or judgment against him, or any portion thereof, that the public entity is required to pay under Section 825, he is entitled to recover the amount of such payment from the public entity.

(b) If the public entity did not conduct his defense against the action or claim, or if the public entity conducted such defense pursuant to an agreement with him reserving the rights of the public entity against him, an employee or former employee of a public entity may recover from the public entity under subdivision (a) only if he established that the act or omission upon which the claim or judgment is based occurred within the scope of his employment as an employee of the public entity and the public entity fails to establish that he acted or failed to act because of actual fraud, corruption or actual malice or that he willfully failed or refused to conduct the defense of the claim or action in good faith or to reasonably cooperate in good faith in the defense conducted by the public entity.

Except as provided in Section 825.6, if a public entity pays any claim or judgment against itself or against an employee or former employee of the

public entity, or any portion thereof, for an injury arising out of an act or omission of the employee or former employee of the public entity, he is not liable to indemnify the public entity.

§ 825.6. When public entity may recover from employee, etc.: Fraudulent, corrupt or malicous act by employee: Where public entity conducts defense pursuant to agreement reserving rights.

(a) If a public entity pays any claim or judgment, or any portion thereof, either against itself or against an employee or former employee of the public entity, for an injury arising out of an act or omission of the employee or former employee of the public entity, the public entity may recover from the employee or former employee that amount of such payment if he acted or failed to act because of actual fraud, corruption or actual malice or if he willfully failed or refused to conduct the defense of the claim or action in good faith. Except as provided in subdivision (b) or (c), a public entity may not recover any payments made upon a judgment or claim against an employee or former employee if the public entity conducted his defense against the action or claim.

(b) If a public entity pays any claim or judgment, or any portion thereof, against an employee or former employee of the public entity for an injury arising out of his act or omission, and if the public entity conducted his defense against the claim or action pursuant to an agreement with him reserving the rights of the public entity against him, the public entity may recover the amount of such payment from him unless he established that the act or omission upon which the claim or judgment is based occurred within the scope of his employment as an employee of the public entity and the public entity fails to establish that he acted or failed to act because of actual fraud, corruption or actual malice or that he willfully failed or refused to reasonably cooperate in good faith in the defense conducted by the public entity.

(c) If a public entity pays any claim or judgment, or any portion thereof, against an employee or former employee of the public entity for an injury arising out of his act or omission, and if the public entity conducted the defense against the claim or action in the absence of an agreement with him reserving the rights of the public entity against him, the public entity may recover the amount of such payment from him if he willfully failed or refused to reasonably cooperate in good faith in the defense conduct by the public entity.

§995. Duty to provide for defense of action.

Except as otherwise provided in Section 995.2 and 995.4, upon request of an employee or former employee, a public entity shall provide for the defense of any civil action or proceeding brought against him, in his official or individual capacity or both, on account of an act or omission in the scope of his employment as an employee of the public entity.

For the purposes of this part, a cross-action, counterclaim or crosscomplaint against an employee or former employee shall be deemed to be a civil action or proceeding brought against him.

§ 995.2. When public entity may refuse to defend.

A public entity may refuse to provide for the defense of an action or proceeding brought against an employee or former employee if the public entity determines that:

(a) The act or omission was not within the scope of his employment; or

(b) He acted or failed to act because of actual fraud, corruption or actual malice; or

(c) The defense of the action or proceeding by the public entity would create a conflict of interest between the public entity and the employee or former employee.

§995.4 When provision for defense permitted but not required.

A public entity may, but is not required to, provide for the defense of:

(a) An action or proceeding brought by the public entity to remove, suspend or otherwise penalize its own employee or former employee, or an appeal to a court from an administrative proceeding by the public entity to remove, suspend or otherwise penalize its own employee or former employee.

(b) An action or proceeding brought by the public entity against its own employee or former employee as an individual and not in his official capacity, or an appeal therefrom.

§995.6. Defense of administrative proceedings.

A public entity is not required to provide for the defense of an administrative proceeding brought against an employee or former employee but a public entity may provide for the defense of an administrative proceeding brought against an employee or former employee if:

(a) The administrative proceeding is brought on account of an act or omission in the scope of his employment as an employee of this public entity, and

(b) The public entity determines that such defense would be in the best interests of the public entity and that the employee or former employee acted, or failed to act, in good faith, without actual malice and in the apparent interests of the public entity.

§995.8. Defense of criminal actions: Removal proceedings.

A public entity is not required to provide for the defense of a criminal action or proceeding (including a proceeding to remove an officer under Sections 3060 to 3073, inclusive, of the Government Code) brought against an employee or former employee, but a public entity may provide for the defense of a criminal action or proceeding (including a proceeding to remove an officer under Sections 3060 to 3073, inclusive, of the Government Code) brought against an employee or former employee if:

(a) The criminal action or proceeding is brought on account of an act or omission in the scope of his employment as an employee of the public entity; and

(b) The public entity determines that such defense would be in the best interests of the public entity and that the employee or former employee acted, or failed to act, in good faith, without actual malice in the apparent interest of the public entity.

§996. Methods of providing defense: Expense of defense as proper charge: Employee not liable for expense.

A public entity may provide for a defense pursuant to this part by its own attorney or by employing other counsel for this purpose or by purchasing insurance which requires that the insurer provide the defense. All of the expenses of providing a defense pursuant to this part are proper charges against a public entity. A public entity has no right to recover such expenses from the employee or former employee defended.

§996.4 Refusal of entity to represent employee: When employee may recover costs of his defense from entity: Petition for writ of mandate to compel defense by entity.

If after request a public entity fails or refuses to provide an employee or former employee with a defense against a civil action or proceeding brought against him and the employee retains his own counsel to defend the action or proceeding, he is entitled to recover from the public entity such reasonable attorney's fees, costs and expenses as are necessarily incurred by him in defending the action or proceeding if the action or proceeding arose out of an act or omission in the scope of his employment as an employee of the public entity, but he is not entitled to such reimbursement if the public entity establishes (a) that he acted or failed to act because of actual fraud, corruption or actual malice, or (b) that the action or proceeding is one described in Section 995.4.

Nothing in this section shall be construed to deprive an employee or former employee of the right to petition for a writ of mandate to compel the public entity or the governing body or an employee thereof to perform the duties imposed by this part.

§996.6. Rights under this part as additional to other contractual or statutory rights.

The rights of an employee or former employee under this part are in addition to and not in lieu of any rights he may have under any contract or under any other enactment providing for his defense.

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FILED

SEP 21 1981

PETE E. LUCAS, Clerk of the BOARD OF SUPERVISORS

BY _____ DEPUTY

AGREEMENT NO. 81-145

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN THE COUNTY OF YOLO, HEREINAFTER REFERRED TO AS THE COUNTY, AND THE YOLO COUNTY DEPUTY SHERIFF'S ASSOCIATION, HEREINAFTER REFERRED TO AS THE ASSOCIATION.

PREAMBLE

IT IS THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING TO ACHIEVE AND MAINTAIN HARMONIOUS RELATIONS BETWEEN THE COUNTY AND THE ASSOCIATION, TO PROVIDE FOR EQUITABLE AND PEACEFUL ADJUSTMENT OF DISPUTES WHICH MAY ARISE, AND TO ESTABLISH WAGES, HOURS, AND OTHER CONDITIONS OF EMPLOYMENT.

RECOGNITION

PURSUANT TO THE PROVISIONS OF RESOLUTION NO. 72-75 (EMPLOYER-EMPLOYEE RELATIONS POLICY OF THE COUNTY OF YOLO) AND RESOLUTION NO. 78-167, THE BOARD OF SUPERVISORS, BY MINUTE ORDER NOS. 78-667, 78-668 AND 79-06, DESIGNATED ASSOCIATION AS THE EXCLUSIVE EMPLOYEE ORGANIZATION FOR A UNIT DESIGNATED AS THE SHERIFF'S UNIT CONSISTING OF FULL-TIME PEACE OFFICERS AS THAT TERM IS DEFINED IN CHAPTER 4.5 (COMMENCING WITH SECTION 830) OF TITLE 3 OF PART 2 OF THE PENAL CODE, EXCLUDING THEREFROM ELECTED OFFICIALS AND EMPLOYEES IN THE CLASSIFICATIONS OF UNDERSHERIFF, CAPTAIN, LIEUTENANT, AND SERGEANT.

AGREEMENTS

1. ASSOCIATION RELEASE TIME

   THE ASSOCIATION SHALL HAVE UP TO 200 HOURS OF RELEASE TIME PER FISCAL YEAR FOR THE PRESIDENT AND/OR DESIGNATED MEMBERS TO CONDUCT ASSOCIATION BUSINESS.

2. ALTERNATIVE WORK SCHEDULES

THE SHERIFF MAY, WITH PRIOR APPROVAL OF THE BOARD OF SUPERVISORS, ESTABLISH AN ALTERNATIVE WORK SCHEDULE FOR EMPLOYEES IN THE DEPARTMENT.

A. FOR PURPOSES OF THIS SECTION, ALTERNATIVE WORK SCHEDULE SHALL MEAN A BI-WEEKLY SCHEDULE CONSISTING OF EIGHTY (80) WORK HOURS IN NO FEWER THAN (8) WORK DAYS, AND WITH NO MORE THAN (10) WORK HOURS SCHEDULED ON ANY WORK DAY.

B. AN ALTERNATIVE WORK SCHEDULE, IF APPROVED, MAY BE DISCONTINUED AT ANY TIME IT IS DETERMINED THAT SUCH SCHEDULE(S) INHIBIT THE MAINTENANCE OF DEPARTMENTAL OPERATIONS AND/OR SERVICES.

3. EDUCATIONAL INCENTIVE/LONGEVITY PAY

A. EMPLOYEES HIRED AFTER JULY 1, 1981 SHALL ONLY BE ENTITLED TO PARTICIPATE IN THE FOLLOWING EDUCATIONAL INVENTIVE PAY PROGRAM:

1. FOR 60 COLLEGE/UNIVERSITY UNITS, OR 90 QUARTER UNITS FROM AN ACCREDITED UNIVERSITY/COLLEGE, A 2½% STEP INCREASE, THE PERSON MUST EARN 3 SEMESTER UNITS, AND/OR 4 QUARTER UNITS DURING THE FISCAL YEAR JULY/JULY. EXAMPLE: (HIRED IN JUNE WITH 60 UNITS, START JULY 1, 1981 WITH 2½% PAY INCREASE, BUT BY JULY 1, 1982, MUST EARN 3 SEMESTER UNITS/4 QUARTER UNITS BY ACCREDITED COLLEGE/UNIVERSITY, APPROVED BY A COMMITTEE APPOINTED BY THE SHERIFF, IN ORDER TO HAVE 2½% FOR 1982-83 FISCAL YEAR
2. FOR 90 UNITS OR MORE, 5% SALARY STEP INCREASE, WITH SAME GUIDELINES AS 2½% PROGRAM, SEE NO. 1.

3. For B.A. Degree or 120 Approved units (of which 30 units are Police Science, unless approved by Sheriff B.A. Program), 7½% increase, with the same guidelines as 2½% program, See No. 1.

B. Employees hired after July 1, 1981 shall NOT be eligible for the longevity pay program.

4. Salary and Related

A. Effective the pay period beginning June 28, 1981, the County shall pay a portion (6% of salary) of each employee's PERS contribution.

B. Effective the pay period beginning December 27, 1981, the County shall pay a portion (7% of salary) of each employee's PERS contribution.

C. Effective the pay period beginning nearest July 1, 1982, the County shall pay a portion (9% of salary) of each employee's PERS contribution.

5. Retirement

A. Effective the pay period beginning nearest July 1, 1982, the County shall undertake all steps required of it to implement the 2% at 50 Retirement Plan, and Sick Leave Credit Provisions.

6. Health & Welfare

A. Beginning June 28, 1981, County agrees to pay up to $107.38/month for health insurance coverage in an approved plan for bargaining unit employees and enrolled dependents. County agrees to pay up to $27.62 per month for dental insurance coverage for bargaining unit employees and enrolled dependents.

B. County agrees to contract with the California Dental Service to provide benefits as described in CDS Plan

I[illegible]. SUCH BENEFITS TO BE MA[illegible] AVAILABLE NO LATER THAN AUGUST 1, 1981.

C. COUNTY RESERVES THE RIGHT TO SELF-INSURE OR SELF-FUND EITHER OR BOTH OF THE UNITED HEALTH CARE PLANS, PROVIDING THAT SELF-FUNDING WILL NOT RESULT IN HIGHER COST OR LOWER BENEFIT LEVELS TO COVERED EMPLOYEES AND/OR ENROLLED DEPENDENTS. COUNTY AGREES TO MEET WITH ASSOCIATION PRIOR TO MAKING ANY CHANGE.

D. EFFECTIVE THE PAY PERIOD NEAREST JULY 1, 1982, COUNTY AGREES TO PAY UP TO $132.38 PER MONTH FOR HEALTH INSURANCE COVERAGE FOR EMPLOYEES AND ENROLLED DEPENDENTS IN AN APPROVED PLAN. COUNTY WILL CONTINUE TO PAY UP TO $27.62 PER MONTH FOR DENTAL INSURANCE COVERAGE.

E. ANY DECREASE IN DENTAL PREMIUMS SHALL BE APPLIED TO HEALTH INSURANCE PREMIUMS.

7. UNIFORM ALLOWANCE

A. COUNTY AGREES TO PAY EACH MEMBER OF THE BARGAINING UNIT $45.00 PER MONTH FOR PURCHASING AND MAINTAINING UNIFORMS REQUIRED BY DEPARTMENT RULE. ALLOWANCE IS TO BE PAID IN QUARTERLY PAYMENTS IN SEPARATE DRAFT.

B. NO UNIFORM ALLOWANCE WILL BE PAID TO A DEPUTY WHO IS ON A VOLUNTARY LEAVE WITHOUT PAY.

8. HOLIDAYS

A. REGULAR HOLIDAYS

1. ALL FULL TIME BARGAINING UNIT EMPLOYEES SHALL BE ENTITLED TO THE FOLLOWING PAID HOLIDAYS:
   (A) JULY 4 - INDEPENDENCE DAY
   (B) LABOR DAY
   (C) VETERANS DAY
   (D) THANKSGIVING DAY

(E) DAY AFTER THANKSGIVING
(F) CHRISTMAS DAY
(G) NEW YEAR'S DAY
(H) WASHINGTON'S BIRTHDAY
(I) MEMORIAL DAY
(J) ALL OTHER DAYS APPOINTED BY THE PRESIDENT OF THE UNITED STATES OR THE GOVERNOR OF THE STATE OF CALIFORNIA FOR A PUBLIC FAST, THANKSGIVING, OR HOLIDAY AND APPROVED BY THE YOLO COUNTY BOARD OF SUPERVISORS.
(K) WHEN A HOLIDA. FALLS ON A SATURDAY OR SUNDAY, THE FRIDAY PRECEDING A SATURDAY HOLIDAY, OR THE MONDAY FOLLOWING A SUNDAY HOLIDAY, SHALL BE DEEMED TO BE A HOLIDAY IN LIEU OF THE DAY OBSERVED.

B. FLOATING HOLIDAYS

1. UP TO TWENTY-FOUR (24) HOURS PER FISCAL YEAR SHALL BE DEEMED FLOATING HOLIDAY TIME WHICH MAY BE TAKEN OFF AS FULL DAYS DURING THE FISCAL YEAR UPON THE PRIOR APPROVAL OF THE DEPARTMENT HEAD.
2. EMPLOYEES HIRED AFTER JULY 1 OF THE FISCAL YEAR, AND AFTER COMPLETING THIRTEEN (13) CONSECUTIVE BI-WEEKLY PERIODS OF EMPLOYMENT, SHALL BE CREDITED WITH FLOATING HOLIDAY TIME AT THE RATE OF TWO (2) HOURS FOR EACH MONTH REMAINING IN THE FISCAL YEAR FROM THE DAY OF EMPLOYMENT.

9. SOCIAL SECURITY

COUNTY AND ASSOCIATION AGREE, IF COUNTY WITHDRAWS FROM SOCIAL SECURITY, TO MEET AND CONFER ON A MUTUALLY ACCEPTABLE REPLACEMENT BENEFIT PACKAGE. THE COST OF SAID PACKAGE, IF AGREEMENT IS REACHED, SHALL BE SHARED EQUALLY BY THE PARTIES.

10. Transfer Policy

County and Association agree to meet during the term of this agreement and attempt to develop a mutually acceptable departmental transfer policy commencing on or after January 2, 1982.

11. Shift Rotation

A. County agrees to shift rotation every six months, and further agrees that bargaining unit employees shall be allowed to bid for shifts by seniority.

B. Senior employees shall be allowed their first choice of shift for two (2) consecutive rotation periods, and will be required to change shifts on the third rotation.

12. Officer in Charge

Whenever it becomes necessary to assign a deputy as the "officer in charge", the Watch Commander shall be responsible for making the determination as to which deputy is to be given such assignment.

13. FTO Program

A. It is agreed that deputies who are designated as field training officers will no longer be afforded preferential vacation or days off selection privileges.

B. It is further agreed that the additional compensation received by deputies when training as an FTO shall be increased from 9 hours pay for 8 hours training to 9½ hours pay for 8 hours training.

C. FTO shall wear identification, other than chevrons, designating training officer status.

14. Occupational Health

A. County and Association recognize the need to establish an occupational health program to provide preventive medical care to deal constructively with the health of employees in relation to their work.

B. County and Association agree that the maintenance of employee's physical health is a basic component of satisfactory work performance; that a program of medical examination and review of physical condition as it relates to performance of assigned job duties is appropriate.

C. The physical requirements of jobs will be determined and job-related medical standards will be developed and implemented by the County. The standards so developed shall apply only to employees hired after July 13, 1980. All new employees must take and successfully pass a pre-employment medical examination. All regular permanent employees may be required to take and successfully pass a medical examination at least biannually. Regular permanent employees unable to pass successfully a job-related medical examination due to medical conditions which are identified as medically correctable and job-related will be allowed a reasonable period to correct such condition.

D. Medical examinations shall be performed by a physician from a panel designated by the County. Said panel shall consist of at least three (3) physicians with expertise and experience in industrial medicine. Medical examinations ordered by the County under this provision shall be at not cost to the employee. Appointments for such examinations shall be on County time.

E. IF ADVERSE ACTION IS PROPOSED TO BE TAKEN AGAINST AN EMPLOYEE AS A RESULT OF SAID MEDICAL EXAMINATION, EMPLOYEE HAS THE RIGHT TO OBTAIN A SECOND EXAMINATION BY A PHYSICIAN OF HIS/HER CHOICE SELECTED FROM THE AFOREMENTIONED PANEL AT NO COST TO THE EMPLOYEE. THE REPORT OF THE SECOND EXAMINATION SHALL BE CONSIDERED PRIOR TO THE COUNTY PROCEEDING WITH ANY ADVERSE ACTION.

F. COUNTY SHALL PROPOSE THE COMPOSITION OF THE PANEL AND GIVE NOTICE TO ASSOCIATION; WITHIN TWO WEEKS AFTER NOTICE; THE ASSOCIATION SHALL HAVE THE RIGHT TO REJECT ANY PANEL MEMBER AT THE TIME HIS/HER NAME IS PROPOSED. NO PHYSICIAN SHALL BE APPOINTED TO THE PANEL WHO IS EMPLOYED BY OR UNDER CONTRACT TO THE COUNTY.

G. UNCORRECTED JOB-RELATED MEDICAL CONDITIONS DETERMINED TO BE INCAPACITATING FOR PERFORMANCE OF DUTY AS DEFINED AND GOVERNED BY TITLE 2, DIVISION 5, PART 3, CHAPTER 8, ARTICLE 3 OF THE GOVERNMENT CODE, COMMENCING WITH SECTION 21020, SHALL BE HANDLED ACCORDING TO THAT ARTICLE. THE ABOVE REFERENCED PROVISIONS OF THE GOVERNMENT CODE PROVIDE THAT THE EMPLOYER MAY DETERMINE DISABILITY AND PETITION THE PUBLIC EMPLOYEES' RETIREMENT SYSTEM, STATE OF CALIFORNIA, FOR A DISABILITY RETIREMENT. FOR THIS PURPOSE, COUNTY WILL DESIGNATE THE EXAMINING PHYSICIAN AND UNDERTAKE THE COSTS OF MEDICAL EXAMINATION.

H. COUNTY FAVORS DEVELOPMENT AND ADMINISTRATION OF PREVENTIVE HEALTH MAINTENANCE PROGRAM ACTIVITIES TO ADDRESS JOB PERFORMANCE RELATED OCCUPATIONAL HEALTH PROBLEMS SUCH AS DISABILITY RETIREMENT, WORKER'S COMPENSATION, EXCESSIVE ABSENTEEISM, ALCOHOLISM,

DRUG ABUSE, EMPLOYEE COUNSELING, JOB STRESS AND PSYCHOLOGICAL TESTING TO DETERMINE SUITABILITY FOR LAW ENFORCEMENT DUTIES.

15. GRIEVANCE PROCEDURE

A. PURPOSE

1. TO EQUITABLY RESOLVE EMPLOYEE GRIEVANCES AT THE LOWEST LEVEL OF ADMINISTRATIVE RESPONSIBILITY, IF POSSIBLE.
2. TO PROVIDE AN ORDERLY PROCEDURE FOR REVIEWING AND RESOLVING GRIEVANCES PROMPTLY.

B. DEFINITION OF GRIEVANCE

1. ANY DISPUTE WHICH ARISES OVER THE INTERPRETATION, APPLICATION, OR ALLEGED VIOLATION OF THIS AGREEMENT.
2. MINOR PUNITIVE ACTIONS AS DEFINED IN SECTION II B OF THE DISCIPLINARY PROCEDURE.
3. ANY DISPUTE WHICH ARISES OVER THE INTERPRETATION, APPLICATION, OR ALLEGED VIOLATION OF ANY ORDINANCE OR RESOLUTION PRESENTLY IN FORCE OR AS MAY FROM TIME TO TIME BE ADOPTED BY THE COUNTY OF YOLO.
4. DISCHARGES, SUSPENSION, AND/OR DEMOTION OF PERMANENT EMPLOYEES SHALL NOT BE SUBJECT TO GRIEVANCE PURSUANT TO THIS ARTICLE.

C. REGULATION

1. NO REPRISAL OF ANY NATURE SHALL BE TAKEN AGAINST ANY EMPLOYEE FOR PARTICIPATING IN THE GRIEVANCE PROCEDURE.
2. GRIEVANT MUST BE PRESENT AT EVERY LEVEL OF THE PROCEEDDING AND MAY BE REPRESENTED AT ANY FORMAL LEVEL OF THIS PROCEDURE BY A REPRESENTATIVE OF HIS/HER CHOOSING.
3. THE GRIEVANT, HIS WITNESSES, AND HIS REPRESENTATIVE SHALL SUFFER NO LOSS OF COMPENSATION OR BENEFITS WHILE PARTICIPATING IN THIS PROCEDURE, TO INCLUDE NO MORE

THAN (30) MINUTES PREPARATION TIME PER GRIEVANCE.

4. PROCEEDINGS SHALL, WHENEVER POSSIBLE, BE HELD DURING NORMAL WORKING HOURS. IF HELD AT OTHER THAN THE GRIEVANT'S NORMAL WORKING HOURS, THE GRIEVANT SHALL BE ENTITLED TO AN EQUIVALENT NUMBER OF HOURS OFF ON AN HOUR FOR HOUR BASIS.
5. GRIEVANCES OTHER THAN ASSOCIATION GRIEVANCES SHALL BE SIGNED BY THE EMPLOYEE OR EMPLOYEES BRINGING THE GRIEVANCE.
6. THERE SHALL BE NO HEARING, WITNESS TESTIMONY, OR CROSS EXAMINATION AT ANY LEVEL PRIOR TO THE HEARING STAGE OF THE FORMAL PROCEDURE.

D. TIME LIMITS

1. A GRIEVANCE SHALL BE INITIATED IN WRITING WITHIN 30 CALENDAR DAYS FORM THE ACT OR OMISSION GIVING RISE TO THE GRIEVANCE, OR WITHIN 30 CALENDAR DAYS OF THE DISCOVERY OF SUCH ACT OR OMISSION, BUT IN NO EVENT LONGER THAN 180 CALENDAR DAYS OF THE ACT OR OMISSION.
2. THE TIME LIMITS AS SPECIFIED IN EACH STEP OF THE PROCEDURE SHALL BE STRICTLY OBSERVED. TIME LIMITS MAY BE EXTENDED ONLY BY MUTUAL AGREEMENT OF THE PARTIES, IN WRITING.
3. FAILURE OF A GRIEVANT TO OBSERVE A TIME LIMIT SHALL TERMINATE THE GRIEVANCE. FAILURE OF THE PARTY TO WHOM THE GRIEVANCE IS SUBMITTED TO OBSERVE THE TIME LIMIT(S) SHALL GIVE THE GRIEVANT THE RIGHT TO MOVE THE GRIEVANCE TO THE NEXT LEVEL OF REVIEW.

E. EXCLUSIVE PROCEDURE

THIS PROCEDURE SHALL BE THE EXCLUSIVE PROCEDURE FOR ADJUSTING GRIEVANCES OF EMPLOYEES WITHIN THE BARGAINING UNIT.

F. STANDING

1. ANY BARGAINING UNIT EMPLOYEE SUBJECT TO THE TERMS OF THIS AGREEMENT SHALL HAVE STANDING TO USE THIS PROCEDURE.
2. THE ASSOCIATION SHALL HAVE STANDING UNDER THIS PROCEDURE TO INITIATE A GRIEVANCE OVER MATTERS IN THIS AGREEMENT WHICH AFFECTS THE ASSOCIATION ITSELF OR TWO OR MORE EMPLOYEES.

G. PROCEDURE

1. ALL FORMAL GRIEVANCES ARE TO BE INITIATED AT THE LOWEST STEP OF THE PROCEDURE AT WHICH THE GRIEVANCE CAN BE RESOLVED.
   A. IF A MANAGEMENT EMPLOYEE WHO LACKS THE AUTHORITY TO IMPLEMENT A DECISION, PURPORTS TO RENDER A "DECISION", SAID "DECISION" SHALL NOT BE BINDING UPON THE COUNTY.
2. ASSOCIATION GRIEVANCES SHALL BE INITIATED, IN WRITING, DIRECTED TO THE SHERIFF OR HIS DESIGNEE.

H. INFORMAL GRIEVANCE

1. AN AGRIEVED EMPLOYEE SHALL FIRST DISCUSS THE GRIEVANCE WITH HIS/HER IMMEDIATE SUPERVISOR AND IDENTIFY THE DISCUSSION AS THE INFORMAL STEP OF THE PROCEDURE.
2. IF THE GRIEVANCE CANNOT BE SETTLED INFORMALLY, THE GRIEVANT MAY THEN INITIATE A FORMAL GRIEVANCE.

I. FORMAL GRIEVANCE

STEP 1.

GRIEVANT SHALL REDUCE THE GRIEVANCE TO WRITING AND SUBMIT (3) COPIES TO HIS/HER IMMEDIATE SUPERVISOR WHO SHALL RENDER A WRITTEN DECISION ON THE GRIEVANCE WITHIN

10 WORKING DAYS AFTER RECEIPT OF THE WRITTEN GRIEVANCE.

STEP II

IF THE GRIEVANT IS NOT SATISFIED WITH THE DECISION AT STEP 1, HE/SHE MAY, WITHIN FIVE (5) WORKING DAYS AFTER RECEIPT OF THE DECISION AT STEP 1, SUBMIT THE WRITTEN GRIEVANCE AND THE RESPONSE FROM STEP 1, TO THE SHERIFF OR HIS DESIGNEE WHO SHALL RENDER A WRITTEN DECISION ON THE GRIEVANCE WITHIN TEN (10) WORKING DAYS AFTER RECEIPT OF THE GRIEVANCE.

STEP III.

1. IF THE GRIEVANT IS NOT SATISFIED WITH THE DECISION AT STEP II, HE/SHE MAY WITHIN TEN (10) WORKING DAYS OF RECEIPT OF THE RESPONSE AT STEP II, REQUEST A HEARING OF THE GRIEVANCE BY THE LABOR RELATIONS PANEL. THE REQUEST FOR HEARING SHALL BE MADE, IN WRITING, TO THE COUNTY'S EMPLOYEE RELATIONS OFFICER, WHO SHALL WITHIN TEN (10) WORKING DAYS, SCHEDULE A MEETING OF THE PANEL.
2. THE PANEL SHALL CONDUCT A HEARING, AND SHALL, WITHIN (30) CALENDAR DAYS OF CONCLUSION OF THE HEARING, RENDER A WRITTEN DECISION AND/OR ORDER. ANY DECISION AND/OR ORDER OF THE PANEL SHALL BE FINAL AND NOT SUBJECT TO APPEAL TO THE BOARD OF SUPERVISORS.

J. COSTS

1. THE GRIEVANT AND THE COUNTY SHALL EACH BEAR ONE-HALF OF THE COST OF THE PANEL FOR THE PROCEEDINGS, AND ANY MUTUALLY AGREED UPON TRANSCRIPT OR REPORTER FEES.

16. DISCIPLINARY PROCEDURE

A. PURPOSE

1. TO PROVIDE EMPLOYEES SUBJECT TO DISICPLINARY ACTIONS WITH ALL RIGHTS TO WHICH THEY ARE ENTITLED UNDER THE CONSTITUTION OF THE UNITED STATES, THE CONSTITUTION OF THE STATE OF CALIFORNIA, AND STATE AND FEDERAL LAW.
2. TO PROVIDE AN ORDERLY PROCEDURE FOR NOTICE, PREACTION RESPONSE MEETINGS, ADMINISTRATIVE REVIEW ON MINOR PUNITIVE ACTIONS, AND FORMAL HEARING ON APPEAL AFTER DISCIPLINARY ACTION.
3. TO PROVIDE EMPLOYEES SUBJECT TO MINOR PUNITIVE ACTIONS WITH ALL RIGHTS TO WHICH THEY ARE ENTITLED.
4. TO PROVIDE EMPLOYEES WITH AN OPPORTUNITY FOR ADMINISTRATIVE APPEAL PURSUANT TO GOVERNMENT CODE § 3304 (B).

B. DEFINITION

1. DISCIPLINARY ACTION. DISCHARGE, DEMOTION, REDUCTION IN PAY AS A PUNITIVE ACTION, OR SUSPENSION OF A REGULAR PERMANENT EMPLOYEE FOR CAUSE.
2. MINOR PUNITIVE ACTION. INCLUDES ACTIONS AGAINST PUBLIC SAFETY OFFICERS IDENTIFIED IN GOVERNMENT CODE § 3303 OTHER THAN THOSE IDENTIFIED AS DISCIPLINARY ACTIONS IN § ABOVE, INCLUDING BUT NOT LIMITED TO TRANSFERS AS PUNITIVE MEASURES; WRITTEN REPRIMANDS; DISCHARGE, DEMOTION OR SUSPENSION OF PROBATIONARY EMPLOYEES.
3. PARTIES. THE AFFECTED EMPLOYEE AND THE SHERIFF OR HIS DESIGNEE.
4. DAYS. DAYS MEAN CALENDAR DAYS,
5. RESPONSE MEETING. INFORMAL MEETING AT WHICH EMPLOYEE

HAS OPPORTUNITY TO RESPOND TO CHARGES PRIOR TO ACTION.

6. HEARING. FORMAL HEARING HELD DUE TO APPEAL OF EMPLOYEE FROM ACTION TAKEN BY SHERIFF OR HIS DESIGNEE.
7. NOTICE. NOTICE SHALL BE GIVEN BY PERSONAL DELIVERY OR BY CERTIFIED MAIL. IF THERE IS A REFUSAL TO ACCEPT CERTIFIED MAIL, NOTICE SHALL BE DEEMED RECEIVED ON DATE OF REFUSAL.

C. TIME LIMITS

1. DISCIPLINARY ACTIONS MAY BE TAKEN ONLY AFTER THE RESPON MEETING, IF ONE IS REQUESTED BY THE EMPLOYEE, OR, IF NO RESPONSE MEETING IS REQUESTED, Z DAYS AFTER NOTICE OF THE PROPOSED ACTION HAS BEEN SERVED ON THE EMPLOYEE.
2. MINOR PUNITIVE ACTIONS MAY BE TAKEN WITHOUT NOTICE AND MAY BE APPEALED THROUGH THE GRIEVANCE PROCEDURE APPLICABLE TO EMPLOYEES IN THE SHERIFF'S DEPARTMENT. A WRITTEN STATEMENT OF REASONS FOR MINOR PUNITIVE ACTIONS SHALL BE FURNISHED THE EMPLOYEE WITHIN 10 DAYS AFTER THE ACTION IS TAKEN. ALL TIME LIMITS SET FORTH IN THAT PROCEDURE ARE APPLICABLE TO SUCH APPEALS.
3. TIME LIMITS SPECIFIED THROUGHOUT THIS PROCEDURE SHALL STRICTLY OBSERVED. TIME LIMITS MAY BE MODIFIED ONLY BY MUTUAL AGREEMENT OF THE PARTIES IN WRITING. SAID TIME LIMITS ARE MANDATORY AND JURISDICTIONAL NOT DIRECTORY.

D. STANDING

1. A DISCIPLINARY ACTION MAY BE TAKEN ONLY BY THE SHERIFF OR HIS DESIGNEE.
2. A MINOR PUNITIVE ACTION MAY BE TAKEN ONLY BY THE SHERIFF OR A PERSON HE HAS DELEGATED THE AUTHORITY TO TAKE SUCH ACTION.

E. Exclusive Procedure

1. This procedure shall be the exclusive procedure for taking disciplinary action and for appealing such actions.
2. This procedure shall be the exclusive procedure for taking minor punitive action and appeals of such action shall be through the Grievance Procedure as set forth in § IIIB.
3. The provisions of this disciplinary procedure shall supersede the procedures in the County Personnel Ordinance relating to personnel board appeal and Agreement 68-46.

F. Notice

1. The employee shall be given written notice of a proposed discharge, demotion, or suspension Z days in advance of the date the action is proposed to be taken.
2. In an emergency situation, an employee may be suspended with pay or temporarily reassigned without loss of pay for the period between the date the notice is given and the date that action is taken.

G. Contents of Notice

The notice shall contain:

1. The reasons for the proposed action, including the rule or regulations or ordinance violated and a complete explanation of the reasons.
2. A copy of the charges and recommendations.
3. Notice that the employee has an opportunity to respond to the charges orally or in writing, or both, personally or with a representative who may be an attorney.
4. Notice that if no written request to respond is given

BY EMPLOYEE, THE SHERIFF OR HIS DESIGNEE MAY PROCEED TO ORDER ACTION AND THE EMPLOYEE SHALL BE DEEMED TO HAVE WAIVED ALL RIGHTS TO HEARING OR APPEAL FROM ANY ACTION TAKEN.

H. THE NOTICE SHALL BE ACCOMPANIED BY EITHER COPIES OF MATERIAL ON WHICH THE CHARGES AND RECOMMENDATIONS ARE BASED OR, IF THE MATERIALS ARE TOO VOLUMINOUS TO COPY EASILY, OR ARE CONFIDENTIAL WITHIN THE PUBLIC RECORDS ACT, A DESCRIPTION OF THE MATERIALS AND A REASONABLE OPPORTUNITY TO INSPECT, SUMMARIZE, OR MAKE COPIES.

1. EMPLOYEE MAY COPY AND INSPECT ALL MATERIALS DESIGNATED AS THE BASIS FOR CHARGES AND RECOMMENDATIONS BY THE SHERIFF OR HIS DESIGNEE.
2. THE EMPLOYEE MAY COPY AND INSPECT HIS PERSONNEL FILE.
3. THE EMPLOYEE MAY COPY AND INSPECT ONLY THE PARTS OF OTHER COUNTY RECORDS WHICH THE EMPLOYEE GENERATED IN HIS JOB, UNLESS THE SHERIFF ORDERS BROADER DISCOVERY.

I. <u>PROCEDURE AFTER NOTICE</u>

1. IF, DURING THE 7 DAY PERIOD, THE EMPLOYEE DOES NOT REQUEST, IN WRITING, AN OPPORTUNITY TO RESPOND, THE SHERIFF MAY PROCEED TO ORDER ACTION AND EMPLOYEE SHALL BE DEEMED TO HAVE WAIVED ALL RIGHTS TO HEARING OR APPEAL FROM ANY ACTION TAKEN. FAILURE TO REQUEST AN OPPORTUNITY TO RESPOND SHALL CONSTITUTE A FAILURE TO EXHAUST ADMINISTRATIVE REMEDIES.
2. IF, WITHIN THE 7 DAY PERIOD AFTER RECEIVING THE NOTICE, EMPLOYEE GIVES THE SHERIFF OR HIS DESIGNEE A REQUEST IN WRITING TO RESPOND, THE SHERIFF OR

HIS DESIGNEE SHALL GIVE EMPLOYEE 7 DAYS WRITTEN NOTICE OF TIME AND PLACE OF MEETING AT WHICH EMPLOYEE MAY RESPOND.

J. Response Meeting

1. At the time and place set for the meeting giving employee opportunity to respond the employee may respond orally and/or in writing, personally or with a representative.
2. Neither the Sheriff or his designee nor the employee shall be entitled to call witnesses or take testimony.
3. At the meeting, the Sheriff or his designee may consider information contained in the charges and recommendations and other information as well as information presented by employee. If new information relating to new charges or recommendations is introduced, or if a theory constituting a new ground or occurrence as basis for discipline is alleged, employee shall be entitled to a reasonable continuance to copy materials and respond to these new matters. No action shall be taken during such continuance.
4. At the conclusion of the hearing or within 15 days, the Sheriff shall issue an order taking or determining not to take the action and shall give written notice thereof to employee, along with an explanation of the basis for the action and notice of the employee's right to appeal.

K. Appeal.

1. If an employee has requested and participated in a meeting with the Sheriff or his designee as set forth above, employee shall have the right to appeal the

SHERIFF'S DISCIPLINARY ACTION TO THE LABOR RELATIONS PANEL.

2. FILING OF AN APPEAL DOES NOT STAY THE EFFECTIVE DATE OF THE ORDER OF DISCIPLINARY ACTION.
3. A WRITTEN DEMAND FOR APPEAL AND HEARING MUST BE SERVED ON THE EMPLOYEE RELATIONS OFFICER BY EMPLOYEE OR HIS REPRESENTATIVE WITHIN 10 DAYS OF RECEIPT OF THE ORDER OF DISCIPLINARY ACTION BY SHERIFF.
4. THE FAILURE TO SERVE WRITTEN DEMAND FOR HEARING WITHIN THE PRESCRIBED PERIOD SHALL BE DEEMED A WAIVER OF THE RIGHT TO A HEARING AND THE ORDER OF DISCIPLINARY ACTION SHALL BE FINAL. SAID FAILURE CONSTITUTES FAILURE TO EXHAUST ADMINISTRATIVE REMEDIES.
5. THE DEMAND FOR HEARING SHALL INCLUDE:
   A. SPECIFIC GROUNDS FOR APPEAL
   B. COPIES OF MATERIALS ON WHICH APPEAL IS BASED, OR IF TOO VOLUMINOUS, REFERENCE TO MATERIALS IN THE CUSTODY OF COUNTY.
6. THE EMPLOYEE RELATIONS OFFICER SHALL, WITHIN 10 DAYS, SET A DATE FOR HEARING WHICH SHALL BE HELD WITHIN 30 DAYS OF THE DATE OF THE DEMAND FOR HEARING.
7. THE EMPLOYEE RELATIONS OFFICER SHALL NOTIFY THE PARTIES IN WRITING OF THE TIME AND PLACE OF THE HEARING AT LEAST 15 DAYS PRIOR TO HEARING.
8. AN APPEAL THROUGH THIS PROCEDURE WAIVES; GRIEVANCE PROCEEDINGS UNDER ANY AGREEMENT OR MEMORANDUM BETWEEN THE COUNTY AND ANY EMPLOYEE ORGANIZATIONS.
9. THREE (3) DAYS PRIOR TO THE HEARING EACH PARTY SHALL SERVE A LIST OF WITNESSES AND COPIES OF ALL EXHIBITS ON THE OTHER PARTY. IF ADDITIONAL WITNESSES OR EVIDENCE ARE ADDED AFTER THIS DATE, THE OPPOSING PARTY SHALL BE ENTITLED TO A REASONABLE CONTINUANCE AT THE

DISCRETION OF THE LABOR RELATIONS PANEL.

10. EITHER PARTY SHALL BE ENTITLED TO BE FURNISHED WITH COPIES OF EXISTING WRITINGS DESCRIBING OR CONSTITUTING THE ACTS, OMISSIONS OR EVENTS WHICH ARE THE BASIS FOR THE PROCEEDING AND STATEMENTS OF WITNESSES HAVING KNOWLEDGE OF THE ACTS, OMISSIONS OR EVENTS WHICH ARE THE BASIS FOR THE PROCEEDING. INFORMATION WHICH DOES NOT RELATE TO THE PARTICULAR CASE SHALL NOT BE RELEASED. A WRITTEN REQUEST SPECIFYING SUCH WRITINGS MAY BE SERVED ON EITHER PARTY AT ANY TIME UP TO THE FIFTH DAY BEFORE THE HEARING DATE. A PARTY RECEIVING SUCH A REQUEST SHALL RESPOND BY FURNISHING THE REQUESTED WRITINGS OR OBJECTING TO THE REQUEST WITH SPECIFICITY WITHIN FIVE (5) DAYS.

THE PARTY MAKING A REQUEST UNDER THIS PARAGRAPH WHICH IS OBJECTED TO MAY PRIOR TO OR AT COMMENCEMENT OF THE HEARING, ASK FOR A RULING ON THE VALIDITY OF THE OBJECTION. IN RULING ON ANY OBJECTION TO THE FURNISHING OF INFORMATION PURSUANT TO THIS PARAGRAPH, THE FOLLOWING PROCEDURE SHALL APPLY:

A. THE OJBECTED TO INFORMATION SHALL BE FURNISHED TO THE PANEL IN CAMERA, WITH NEITHER PARTY IN ATTENDANCE.

B. THE PANEL SHALL REVIEW THE REQUEST, THE OBJECTIONS, AND THE REQUESTED MATERIALS AND DETERMINE IF THE REQUESTED MATERIALS ARE PROPERLY RELEASED PURSUANT TO PARAGRAPH 10, ABOVE.

C. THE PANEL SHALL ANNOUNCE ITS RULING ON EACH REQUEST WITHOUT RELEASING THE MATERIALS.

D. EITHER PARTY MAY PETITION THE SUPERIOR COURT FOR A REVIEW OF THE PANEL'S RULING. THE PARTY DESIRING SUCH REVIEW MUST DECLARE ITS INTENTION IMMEDIATELY

UPON ANNOUNCEMENT OF THE RULING. IF NO PETITION IS TO BE FILED, THE PANEL SHALL RELEASE THE INFORMATION IN ACCORD WITH ITS DETERMINATION.

E. IF THE OBJECTION IS NOT SUSTAINED, AND THE DETERMINATION OF THE PANEL IS NOT TO BE REVIEWED, THE PANEL SHALL ORDER THE INFORMATION DELIVERED FORTHWITH AND SHALL, ON MOTION OF THE REQUESTING PARTY, GRANT A REASONABLE CONTINUANCE OF THE HEARING IN ORDER TO PERMIT DELIVERY AND INSPECTION OF THE MATERIALS.

L. HEARING

1. THE HEARING SHALL BE CONDUCTED AS A FULL SCALE EVIDENTIARY HEARING, WITH FULL DUE PROCESS RIGHTS, INCLUDING THE RIGHT TO PRESENT AND COMPEL ATTENDANCE OF WITNESSES, PRESENT EVIDENCE, CROSS-EXAMINE OPPOSING WITNESSES, THE RIGHT TO BE PRESENTED BY COUNSEL, AND THE RIGHT TO SPECIFIC FINDINGS TO SUPPORT THE DECISION. THE HEARING SHALL, AT THE REQUEST OF EITHER PARTY, BE RECORDED BY A CERTIFIED STENOGRAPHIC REPORTER.

2. WITHIN 30 DAYS OF THE CONCLUSION OF THE HEARING, THE PANEL SHALL RENDER A WRITTEN DECISION AND/OR ORDER. ANY DECISION AND/OR ORDER OF THE PANEL SHALL BE FINAL AND SHALL NOT BE SUBJECT TO APPEAL TO THE BOARD OF SUPERVISORS.

17. NO STRIKE/LOCKOUT

NO LOCKOUT OF EMPLOYEES SHALL BE INSTITUTED BY THE COUNTY DURING THE TERM OF THIS AGREEMENT; AND ASSOCIATION AGREES THAT, DURING THE TERM OF THIS AGREEMENT, IT WILL NOT ENGAGE IN ANY STRIKE, WORK STOPPAGE, OR OTHER CONCERTED ACTIVITY TENDING TO DISRUPT COUNTY SERVICES.

DURING THE TERM OF THIS AGREEMENT, COUNTY WILL NOT COERCE OR OTHERWISE INSTIGATE ANY CONCERTED ACTION BY THE ASSOCIATION OR INDIVIDUAL EMPLOYEES.

18. TERM.

THE TERM OF THIS MEMORANDUM OF UNDERSTANDING SHALL COMMENCE ON THE DATE OF ADOPTION BY THE BOARD OF SUPERVISORS AND SHALL CONTINUE TO AND INCLUDING JUNE 30,1983.

19. OTHER MATTERS.

THE PARTIES AGREE THAT NO AGREEMENT WAS REACHED ON OTHER MATTERS DISCUSSED AND COUNTY IS NOT OBLIGATED TO MAKE ANY CHANGES REGARDING SUCH MATTERS.

20. SEVERABILITY

IF ANY PROVISION OF THIS AGREEMENT IS HELD INVALID BY OPERATION OF LAW, OR BY ANY TRIBUNAL OF COMPETENT JURISDICTION, OR IF COMPLIANCE WITH OR ENFORCEMENT OF ANY SUCH PROVISION SHOULD BE RESTRAINING BY ANY SUCH TRIBUNAL, THE REMAINDER OF THIS AGREEMENT SHALL NOT BE AFFECTED THEREBY.

21. INTEGRATION

IT IS AGREED THAT THE TERMS OF CONDITIONS OF MEMORANDUM OF UNDERSTANDING ITSELF SHALL CONSTITUTE THE WHOLE OF THE AGREEMENT BETWEEN THE PARTIES THERETO, AND THAT THE TERMS AND CONDITIONS OF THE MEMORANDUM OF UNDERSTANDING SHALL SUPERSEDE ALL EARLIER PROPOSALS, CONVERSATIONS, OR ORAL OR WRITTEN AGREEMENTS CONSTITUTING ANY PORTION OF THE MEET AND CONFER PROCESS OR OTHER DISCUSSIONS LEADING UP TO THE MEMORANDUM OF UNDERSTANDING.

22. WAIVER.

EXCEPT AS PROVIDED HEREIN, OR AS TO OTHER MATTERS MUTUALLY AGREED UPON, COUNTY SHALL NOT BE REQUIRED TO MEET AND CONFER WITH RESPECT TO ANY SUBJECT

MATTER OR MATTERS PERTAINING TO OR COVERED BY THIS AGREEMENT OR OTHER MATTERS WITHIN THE SCOPE OF REPRESENTATION FOR THE PERIOD COMMENCING JULY 1, 1980, AND ENDING JUNE 30, 1981; PROVIDED, HOWEVER, IF ANY PORTION OF THIS AGREEMENT IS HELD INVALID BY OPERATION OF LAW OR BY ANY TRIBUNAL OF COMPETENT JURISDICTION, COUNTY IS AUTHORIZED TO TAKE IMMEDIATE ACTION TO ACHIEVE COMPLIANCE WITH LAW, AND THE COUNTY SHALL PROVIDE ASSOCIATION WITH AN OPPORTUNITY TO MEET AND CONFER WITH RESPECT TO FURTHER ACTION TO ACCOMMODATE THE AGREEMENTS CONTAINED EREIN TO LAW.

23. THE BOARD OF SUPERVISORS MAY AMEND ITS WRITTEN POLICY AND TAKE SUCH OTHER ACTION BY RESOLUTION OR OTHERWISE AS MAY BE NECESSARY IN ORDER TO GIVE FULL FORCE AND EFFECT TO THE PROVISIONS OF THIS MEMORANDUM OF UNDERSTANDING. THE PROVISIONS OF THIS AGREEMENT, EXCEPT AS PROVIDED HEREIN, SHALL SUPERSEDE COUNTY ORDINANCES AND RESOLUTIONS CURRENTLY IN EFFECT, FOR THE TERM OF THIS AGREEMENT, TO THE EXTENT ONLY THAT THEY ARE INCONSISTENT WITH THE PROVISIONS OF THIS AGREEMENT.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS MEMORANDUM OF UNDERSTANDING THIS 28TH DAY OF JUNE, 1981.

COUNTY:

BY Ronald E McGee
RONALD E. McGEE
EMPLOYEE RELATIONS OFFICER

ASSOCIATION:

BY James L Whitehead
JAMES WHITEHEAD, PRESIDENT
YOLO COUNTY DEPUTY SHERIFF'S ASSOCIATION

BY Rick Mayoral
RICK MAYORAL

BY Dave Trujillo
DAVE TRUJILLO

BY Ray D. Hensley
RAY HENSLEY

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS
Paula M Cooper
Deputy

Approved by Final Determination of the Board of Supervisors of the County of Yolo this 30th day of June, 1981.

COUNTY OF YOLO, a political subdivision of the State of California

BY Robert N Blackwell
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST: PETE E. LUCAS, Clerk of the Board of Supervisors

By Paula M Cooper
Deputy